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**THE LAW OFFICES OF KRISTINA
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*Counsel for The Law Offices of Kristina
Wildeveld & Associates*

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA**

In re:) Case No. 23-10410-mkn
) Chapter 11

TRACY LEE HURST-CASTL,)
)
)
Debtor.)

**EXHIBITS IN SUPPORT OF
RESPONSE TO OBJECTION TO
PROOF OF CLAIMS NO. 6**

Hearing Date: June 14, 2023
Hearing Time: 9:30 a.m.

Please see attached EXHIBITS IN SUPPORT OF RESPONSE TO OBJECTION TO
PROOF OF CLAIMS NO. 6, Exhibits A through L.

Dated May 23, 2023.

**THE LAW OFFICES OF KRISTINA
WILDEVELD & ASSOCIATES**

/s/ Lisa A. Rasmussen
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Counsel for The Law Offices of Kristina
Wildeveld & Associates

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was sent on May 23, 2023, to the following via the Court's ECF:

Office of the United States Trustee
Attn: Justin C. Valencia
300 Las Vegas Blvd. South, Suite 4300
Las Vegas, NV 89101
Email: justin.c.valencia@usdoj.gov
Attorney for United States Trustee

Steven L. Yarmy
7464 W. Sahara Avenue
Las Vegas, NV 89117
Email: sly@stevenyarmylaw.com
Attorney for Debtor

Michael W. Chen on behalf of Creditor DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR REGISTERED HOLDERS OF LONG BEACH MORTGAGE LOAN TRUST 2006-6, ASSET-BACKED CERTIFICATES, SERIES 200606 bknotice@mccarthyholthus.com,
chen@ecf.courtdrive.com; nvbkcourt@mccarthyholthus.com;
mchen@mccarthyholthus.com

Brian D. Shapiro
brian@trusteeshapiro.com
nv22@ecfcbis.com; kristen@trusteeshapiro.com; carolyn@brianshapirolaw.com

U.S. Trustee – LV 11
USTPRegion17.lv.ecf@usdoj.gov

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EXHIBIT A

Complaint, District Court, Clark County, Nevada

Filed February 23, 2021

**COMP**

LISA A. RASMUSSEN, ESQ.

Nevada Bar No. 7491

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Attorneys for Plaintiff

CASE NO: A-21-829963-C

Department 24

DISTRICT COURT**CLARK COUNTY, NEVADA**

* * * * *

THE LAW OFFICES OF KRISTINA)
 WILDEVELD & ASSOCIATES, A)
 NEVADA LIMITED LIABILITY)
 COMPANY,)

Case No.

Plaintiff,

Dept. No.

vs.

TRACY HURST fka TRACY CASTL fka)
 TRACY LEE HURST-CASTL,)
 INDIVIDUALLY and as TRUSTEE)
 OF THE MARY V. NAPHTALI)
 IRREVOCABLE TRUST and as)
 TRUSTEE OF THE TRACY LEE)
 HURST LIVING TRUST; THE MARY V.)
 NAPHTALI IRREVOCABLE TRUST;)
 THE TRACY LEE HURST LIVING)
 TRUST; and DOE DEFENDANTS 1-5,)

Defendants.

COMPLAINT

1 COMES NOW the Plaintiff, THE LAW OFFICES OF KRISTINA WILDEVELD &
2 ASSOCIATES, A NEVADA LIMITED LIABILITY COMPANY, and alleges as follows:

3
4 **I.**

5 **JURISDICTION**

6 1. The acts alleged herein occurred in Clark County, Nevada.

7 2. The Plaintiff, THE LAW OFFICES OF KRISTINA WILDEVELD &
8 ASSOCIATES, a Nevada Limited Liability Company (hereinafter “Wildeveld”), is and was at
9 all times hereto a Nevada limited liability company duly authorized to do business in the State
10 of Nevada, with its primary place of business in Clark County, Nevada. As used within this
11 Complaint, the term “Wildeveld” includes any one or more attorneys, employees or agents
12 thereof acting on behalf of Wildeveld, including but not limited to, Attorney Kristina Wildeveld
13 and/or Attorney Lisa Rasmussen.

14 3. The Defendant, TRACY LEE HURST fka TRACY LEE CASTL fka TRACY LEE
15 HURST CASTLE, is sued in her individual capacity, and in her capacities as Trustee of the
16 MARY V. NAPHTALI IRREVOCABLE TRUST and as Trustee of the TRACY LEE HURST
17 LIVING TRUST, and has resided in Clark County, Nevada at all relevant times herein in.

18 4. The Defendant, the MARY V. NAPHTALI IRREVOCABLE TRUST is wholly
19 owned and controlled by TRACY LEE HURST fka TRACY LEE CASTL fka TRACY LEE
20 HURST CASTLE, and is located at all relevant times herein in Clark County, Nevada.

21 5. The Defendant, the TRACY LEE HURST LIVING TRUST is wholly owned and
22 controlled by TRACY LEE HURST fka TRACY LEE CASTL fka TRACY LEE HURST
23 CASTLE, and is located at all relevant times herein in Clark County, Nevada.

24 6. At all times pertinent herein, there existed an identify of interest, ownership and
relationship between all named Defendants, such that Defendant Tracy Hurst, as identified in

1 paragraph #3 above, controlled, managed and directed the affairs, business and monetary
2 interests of the Trust Defendants set forth in paragraphs ##4 and 5 above for her personal use
3 and benefit, and such that an individuality and separateness between them ceased to exist, as

4 said Trusts are a mere conduit for said individual Defendant's personal benefit, and to recognize
5 the separate existence of said Trusts would be to countenance a sham and fraud upon
6 Wildeveld. By reason for the foregoing, the Defendant Trusts are the alter ego of Defendant
7 Tracey Hurst as fully identified in paragraph #3 above.

8 7. At all times herein, Defendant Tracy Hurst, as identified in paragraph #3 above, was
9 acting on behalf and for the benefit of all named and unnamed Defendants within this complaint
10 and accordingly, the defendants are referred to herein collectively as "Hurst."

11 8. DOE DEFENDANTS 1-5 are unknown to Plaintiff at this time.

12 9. All Defendants named above, individually and collectively, are identified herein as
13 "Hurst," with the reference of any one including all others.

14 II.

15 RELEVANT FACTS

16 10. On or about August 24th, 2016 Hurst commenced a lawsuit against PennyMac
17 Holdings in the Eighth Judicial District Court, case no. A-16-742257-C ("PennyMac case").

18 11. Wildeveld is a law office which provides representation for clients in relation to a
19 variety of judicial proceedings in various courts, including the Eighth Judicial District Court.

20 12. In early April 2020, Hurst visited Wildeveld's office seeking representation for
21 three legal matters, including the PennyMac case.

22 13. During this visit Hurst informed Wildeveld that she had heard that Wildeveld were
23 "great lawyers," that a friend had confidence in Wildeveld, and that Wildeveld had come
24 "highly recommended" to her.

1 14. On or about April 10, 2020, Wildeveld informed Hurst that it could represent Hurst
2 in the PennyMac case only, but due to the imminency of trial, a \$50,000.00 retainer was
3 required to cover the minimum costs associated with taking the case to trial in an anticipated
4 short time frame.

5 15. Hurst stated she could not afford \$50,000.00 up front, but pledged to pay \$5,000.00
6 up front, followed by uninterrupted monthly payments of at least \$2,000.00.

7 16. Hurst represented that, in addition to the minimum payment of \$2,000.00 per
8 month, she would pay most of her accumulated debts with Wildeveld in the event she obtained a
9 settlement in a pending car accident case.

10 17. Hurst ensured Wildeveld that, as to her payments, she was “good for it”, and would
11 “make sure you get paid” for Wildeveld’s services.

12 18. On April 14, 2020, Hurst and Wildeveld entered into a written agreement wherein
13 Wildeveld was to provide representation at standard office rates in exchange for Hurst providing
14 a retainer of \$2,500.00, followed by minimum monthly payments of \$2,000.00.

15 19. The written agreement further provided that Hurst would be required to pay an
16 additional \$50.00 per month in which payment was missed.

17 20. Immediately after appearing as counsel for Hurst in the PennyMac case, extensive
18 efforts were made to continue the May 2020 trial date due to Hurst’s medical issues and the
19 COVID pandemic.

20 21. Immediate efforts were also undertaken to obtain the prior file from Hurst’s prior
21 counsel, a file that was in a total state of disarray.

22 22. The trial was scheduled for early September and in August, Hurst stated that there
23 was no way she could participate in a trial given her health condition.
24

1 23. Extensive efforts were again undertaken in seeking to continue the trial a second
2 time, but those efforts failed.

3
4 24. Trial preparation was undertaken despite the efforts to continue the trial and the
5 trial preparation included research, preparation of trial exhibits and binders, litigation over the
6 admissibility of certain materials and general preparation for Hurst's trial.

7 25. Hurst did not make any payments in May, June, July or August, but did make a
8 \$2,000 payment in September 2020.

9 26. In September 2020, Wildeveld represented Hurst over the course of a three-day
10 trial, culminating in a judgment in Hurst's favor on one of her claims and a judgment against
11 her on two of her claims.

12 27. In early October 2020 Wildeveld had several conversations with Hurst about the
13 necessity of making payments, which Hurst indicated she would do.

14 28. Upon further payment inquiry from Wildeveld on or about October 16, 2020, Hurst
15 stated she would soon "get back" to Wildeveld about making payments.

16 29. Beginning the very next day, October 17, 2020, Hurst ceased any further
17 communication with Wildeveld on the matter of payments and began to either hang up the
18 phone or otherwise simply not answer when Wildeveld called her.

19 30. At no time herein did Hurst ever inquire of Wildeveld about an extension on
20 payments, a reduction in monthly payment amounts, a reduction in the hourly rates charged, or
21 any other type of reductions in the matter of billing and payments.

22 31. Wildeveld's costs and services for representing Hurst in the PennyMac case totaled
23 approximately \$67,000.00 of which \$60,000.00 remains due and owing.
24

32. Hurst's unpaid balance to Wildeveld of \$60,000.00 does not include fees for the months in which no payments were made and those fees currently total \$450 (\$50 per month for nine months). Accordingly, the outstanding balance is \$60,450.00.

///

33. To the best of Wildeveld's information and belief, Hurst did obtain monies via settlement in the car accident matter; however, Hurst never paid any monies to Wildeveld therefrom, as she had represented she would.

III.

FIRST CAUSE OF ACTION – BREACH OF CONTRACT

(Against all Defendants)

34. Plaintiff restates and hereby incorporates the allegations set forth in paragraphs 1 through 33.

35. Under Nevada law, a breach of contract occurs when there exists a valid contract; the plaintiff has performed the terms of the contract; the defendant has breached the terms of the contract; and plaintiff has been damaged as a result of the defendant's breach.

36. Hurst contracted with Wildeveld via signed agreement to receive legal representation from Wildeveld in and for the proceedings in the PennyMac case in exchange for Hurst paying all related fees via minimal monthly payments until all fees were satisfied.

37. At all times herein Wildeveld performed under the terms of the contract, and as agreed by the parties therein, by providing representation in and for the PennyMac case, and said performance was done for the benefit of all defendants.

38. Wildeveld provided labor, time, resources and expenditures in its representation of Hurst totaling approximately \$67,000 for the benefit of all defendants.

1 39. Wildeveld has only been paid \$7,000.00 for its services by Hurst and has received
2 no other payments on Hurst's behalf by any other sources.

3 40. Wildeveld has been damaged in Hurst's unpaid amount of \$60,000.00, plus fees for
4 months in which no payments have been made, and Wildeveld is entitled to judgment against
5 Hurst for the amount due and owing, together with interest thereon pursuant to NRS 17.130(2)
6 and/or any other applicable law.

7 41. Wildeveld has been forced to pursue this litigation, causing it to incur additional
8 attorney's fees and costs and is therefore entitled to recover its attorney's fees at the stated
9 contractual rate of \$750 per hour and/or pursuant to any other application law, plus its costs of
10 suit.

11 IV.

12 SECOND CAUSE OF ACTION – UNJUST ENRICHMENT

13 (Against All Defendants)

14 42. Plaintiff restates and hereby incorporates the allegations set forth in paragraphs 1
15 through 41.

16 43. Under Nevada law, unjust enrichment occurs where plaintiff conferred a benefit on
17 the defendant; the defendant appreciated such benefit; and the defendant accepted and retained
18 such benefit under circumstances such that it would be inequitable for it to retain the benefit
19 without payment of the value thereof.

20 44. Wildeveld provided \$67,000 of labor, time and resources in its representation of
21 Hurst.

22 45. Hurst paid only \$7,000.00 to Wildeveld.

23 46. Hurst has not paid the remaining \$60,000.00, plus fees for months in which no
24 payments have been made.

47. Hurst appreciated the benefit of Wildeveld's representation, whereby Hurst saw
Wildeveld prepare her PennyMac case for trial, proceed to trial, and obtain a favorable
judgment therein due to Wildeveld's legal representation.

1 48. Hurst accepted and retained the benefit of this representation worth an outstanding
2 value of \$60,000.00, plus fees for months in which no payments have been made, towards
3 Hurst's benefit and enrichment, and to Wildeveld's loss and detriment.

4 49. Hurst has been unjustly enriched in the amount of \$60,000.00.

5 50. Wildeveld has been forced to pursue this litigation causing it to incur additional
6 attorney's fees and costs and is therefore entitled to recover its attorney's fees at the stated
7 contractual rate of \$750 per hour and/or pursuant to any other application law, plus its costs of
8 suit.

9 51. Wildeveld is entitled to pre and post-judgment interest on any judgment awarded
10 to it based upon the unjust enrichment of Hurst.

11 **V.**

12 **THIRD CAUSE OF ACTION – FRAUD**

13 (Against All Defendants)

14 52. Plaintiff restates and hereby incorporates the allegations set forth in paragraphs 1
15 through 51.

16 53. Under Nevada law, fraud occurs when a false representation is made by the
17 defendant; the defendant has knowledge or belief that the representation is false (or knowledge
18 that it has an insufficient basis for making the representation); the defendant has an intention to
19 induce the plaintiff to act in reliance upon the misrepresentation (e.g., to consent to the
20 contract's formation); the plaintiff justifiably relies upon the misrepresentation; and damage
21 occurs to the plaintiff resulting from its reliance upon the defendant's misrepresentation.

22 54. Hurst agreed to accept and pay for Wildeveld's representation knowing that such
23 would cost no less than \$50,000.00.

24 55. Hurst ensured Wildeveld that Hurst was "good for it" and would make sure
Wildeveld got paid in full and told Wildeveld how much she needed the assistance and that she
would do whatever was necessary to make sure her legal bills were paid.

1 56. Hurst made the promise of paying Wildeveld with knowledge that she was
2 deceiving Wildeveld thereby, because Hurst knew that she never had any intention of keeping
3 her promise to pay Wildeveld the full amount for its representation in the PennyMac case.

4 57. Wildeveld relied upon Hurst's promise to pay the full amount via installments
5 until paid in full.

6 58. Hurst accepted the terms of the agreement with Wildeveld with knowledge that
7 Wildeveld was relying upon Hurst's promise to make payments until the full amount was paid,
8 and Hurst took advantage of that reliance, even though Hurst knew she had no intention of ever
9 paying Wildeveld in full for its legal representation and the costs associated therewith.

10 59. Hurst's intentions to never pay her remaining legal balance are evidenced by her
11 refusal to work out any sort of payment arrangement, her avoiding calls from Wildeveld, and
12 her failure to make a single payment after early September 2020.

13 60. Wildeveld has been damaged as a result of the fraud and deception perpetrated
14 upon it by Hurst, and such damages are in excess of \$60,000.00.

15 61. By reason of Hurst's acts of fraud and deception, Wildeveld should also recover
16 punitive damages because of the unconscionable disregard that Hurst has shown towards
17 Wildeveld's rights.

18 62. Wildeveld has been forced to pursue this litigation causing it to incur additional
19 attorney's fees and costs and is therefore entitled to recover its attorney's fees at the stated
20 contractual rate of \$750 per hour and/or pursuant to any other application law, plus its costs of
21 suit.

22 63. Wildeveld is entitled to recover pre and post-judgment interest pursuant to
23 Nevada law upon any award of damages based upon Hurst's fraudulent conduct.

24 ...

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VI.

FOURTH CAUSE OF ACTION – INTENTIONAL MISREPRESENTATION

(Against All Defendants)

64. Plaintiff restates and hereby incorporates the allegations set forth in paragraphs 1 through 63.

65. Under Nevada law, intentional misrepresentation occurs where the defendant makes a false representation to the plaintiff which is made with either knowledge or belief that it is false or without sufficient foundation; the defendant intends to induce the plaintiff's reliance thereby; and plaintiff incurs damages as a result from its reliance thereon.

66. Hurst's contractual representation that she would pay Wildeveld for its services was false, and was made with a knowledge or belief that that it was false, wherein Hurst did not intend to fully compensate Wildeveld for its services at the time of entering said contract with Wildeveld.

67. Hurst entered into the contractual agreement with the intent to induce Wildeveld's reliance upon Hurst honoring her end of the contract to make monthly payments and to pay the total sum of fees incurred in representing the case.

68. Wildeveld relied upon Hurst's promise to pay the full amount via installments.

69. As a result of this reliance upon Hurst, Wildeveld has incurred damages in the amount of \$60,000.00, plus fees for months in which no payments have been made.

70. Wildeveld has been forced to pursue this litigation causing it to incur additional attorney's fees and costs and is therefore entitled to recover its attorney's fees at the stated contractual rate of \$750 per hour and/or pursuant to any other application law, plus its costs of suit.

71. Wildeveld is entitled to recover pre and post-judgment interest upon any award of damages based on Hurst's intentional misrepresentation to Wildeveld.

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PRAYER FOR RELIEF:

WHEREFORE, Plaintiff prays that judgment be entered against the Defendants as set forth above and as follows:

1. For damages in excess of \$60,000.00, plus pre and post-judgment interest thereon at the legal rate;
2. For consequential and incidental damages in an amount to be proven at trial;
3. For punitive damages as deemed appropriate by the trier of the case on the Third and Fourth Causes of Action;
3. For attorney's fees, together with court costs incurred in these proceedings; and
4. For any other such relief as the Court may deem just and proper in this case.

Dated this 23rd day of February, 2021.

**THE LAW OFFICES OF KRISTINA
WILDEVELD & ASSOCIATES**

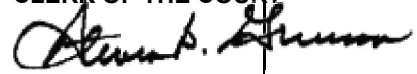
/s/ Lisa Rasmussen

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EXHIBIT B

Joint Case Conference Report, District Court, Clark County, Nevada

Filed October 8, 2021

**JCCR**

LISA A. RASMUSSEN, ESQ.

Nevada Bar No. 7491

THE LAW OFFICES OF KRISTINA**WILDEVELD & ASSOCIATES**

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Kristina@Veldlaw.com

Attorneys for Plaintiff

DISTRICT COURT**CLARK COUNTY, NEVADA**

* * * * *

THE LAW OFFICES OF KRISTINA
WILDEVELD & ASSOCIATES, A
NEVADA LIMITED LIABILITY
COMPANY,

Plaintiff,

vs.

TRACY LEE HURST fka TRACY LEE
CASTL fka TRACY LEE HURST-CASTL,
INDIVIDUALLY and as TRUSTEE
OF THE MARY V. NAPHTALI
IRREVOCABLE TRUST and as
TRUSTEE OF THE TRACY LEE
HURST LIVING TRUST; THE MARY V.
NAPHTALI IRREVOCABLE TRUST;
and THE TRACY LEE HURST
LIVING TRUST,

Defendants.

Case No. A-21-829963-C

Dept. No. XXIV

**JOINT CASE
CONFERENCE REPORT**

Plaintiff, THE LAW OFFICES OF KRISTINA WILDEVELD & ASSOCIATES, and
Defendants, TRACY LEE HURST fka TRACY-LEE CASTL fka TRACY LEE HURST-

CASTL, and THE TRACY LEE HURST LIVING TRUST, submit their Joint Case Conference Report pursuant to NRCP 16.1(c)(1)(A).

DISPUTE RESOLUTION CONFERENCE REQUIRED: NO

SETTLEMENT CONFERENCE REQUESTED: NO

I.

PROCEEDINGS PRIOR TO CASE CONFERENCE REPORT

A. DATE OF FILING OF COMPLAINT:

February 23, 2021

B. DATE OF FILING OF ANSWER BY EACH NAMED DEFENDANT:

Tracy Hurst fka Tracy Castl fka Tracy Lee Hurst-Castl (Hurst): July 29, 2021

The Mary V. Naphtali Irrevocable Trust: No Answer Filed. Plaintiff does not object to permitting this Defendant to appear by amended answer.

The Tracy Lee Hurst Living Trust (Hurst Trust): July 29, 2021

C. DATE EARLY CASE CONFERENCE WAS HELD AND WHO ATTENDED:

A joint case conference was held on September 13, 2021. Ms. Rasmussen attended for Plaintiff. Byron Thomas attended for Defendants.

II.

A BRIEF DESCRIPTION OF THE NATURE OF THE ACTION AND EACH CLAIM FOR RELIEF OR DEFENSE [NRCP 16.1(c)(2)(A)]

A. DESCRIPTION OF THE ACTION:

This action alleges various claims concerning defendants' refusal to pay Plaintiff in full for legal representation per an agreement. Defendants deny liability for all of Plaintiff's claims.

B. PLAINTIFF'S CLAIMS FOR RELIEF:

1. Breach of Contract

2. Unjust Enrichment
3. Fraud
4. Intentional Misrepresentation

C. DEFENDANTS' DEFENSES:

1. Failure to State a Cause of Action
2. Offset
3. Waiver
4. Estoppel, Unclean Hands, Laches
5. Release
6. In Pari Delicto
7. Equitable Estoppel
8. Full Performance
9. Failure to Mitigate Damages
10. Ratification of Acts
11. Integration and Parole Evidence Rule
12. Complaint Fails to State Allegations with Sufficient Clarity

III.

**WHETHER THE PARTIES DID OR DID NOT CONSIDER SETTLEMENT
AND WHETHER SETTLEMENT MAY BE POSSIBLE [NRCP 16.1(c)(2)(B)]**

Settlement was not considered, and at this time does not appear likely.

IV.

**PROPOSED PLAN AND SCHEDULE OF ANY
ADDITIONAL DISCOVERY [NRCP 16.1(c)(2)(C)]**

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550 E CHARLESTON BOULEVARD, SUITE A
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(702) 222-0007 • FAX: (702) 222-0001
WWW.WILDEVELD.COM

A. WHAT CHANGES, IF ANY, SHOULD BE MADE IN TIMING, FORM OR REQUIREMENTS FOR DISCLOSURES UNDER 16.1(a):

The parties have no view on this. Plaintiff's initial disclosures under Rule 16.1(a)(1) are being provided to defendants on September 13, 2021. Defendants will provide their disclosures on or before October 15, 2021.

B. THE SUBJECTS ON WHICH DISCOVERY WILL BE NEEDED:

All subjects necessary to address all issues and allegations set forth in the pleadings and any defenses asserted therein.

C. WHEN DISCOVERY SHOULD BE COMPLETED:

Discovery should be completed 182 days following the filing of this Joint Case Conference Report, i.e., by March 9, 2022.

D. SHOULD DISCOVERY BE CONDUCTED IN PHASES OR BE LIMITED TO OR FOCUSED ON PARTICULAR ISSUES:

No.

E. WHAT CHANGES, IF ANY, SHOULD BE MADE IN LIMITATIONS ON DISCOVERY IMPOSED UNDER RULE 16.1 AND WHAT, IF ANY, OTHER LIMITATIONS SHOULD BE IMPOSED?

None.

F. WHAT OTHER ORDERS SHOULD BE ENTERED BY THE COURT UNDER NRCP 26(c) OR NRCP 16(b) and (c):

None.

V.

**LIST OF EXCHANGED NAMES OF PERSONS
LIKELY TO HAVE INFORMATION DISCOVERABLE
UNDER RULE 26(B) [NRCP 16.1(c)(2)(D)]**

The following are the names of persons likely to have discoverable information:

(A) Lisa A. Rasmussen
The Law Offices of Kristina Wildeveld & Associates
550 E. Charleston Blvd., Suite A
Las Vegas, Nevada 89104
(702)222-0007

(B) Kristina Wildeveld
The Law Offices of Kristina Wildeveld & Associates
550 E. Charleston Blvd., Suite A
Las Vegas, Nevada 89104
(702)222-0007

(C) Tracy Lee Hurst
P.O. Box 35937
Las Vegas, Nevada 89133
(702)739-4464

VI.

LIST OF ALL DOCUMENTS, DATA COMPILATIONS AND TANGIBLE THINGS IN THE POSSESSION, CUSTODY, OR CONTROL OF EACH PARTY WHICH WERE IDENTIFIED OR PROVIDED AT THE EARLY CASE CONFERENCE OR AS A RESULT THEREOF [NRCP 16.1(c)(2)(E)]

Plaintiff provided the following documents to Defendants on September 13, 2021:

1. Agreement for Representation, dated April 14, 2020 [Bates No. 0001]
2. Substitution of Attorney, filed April 22, 2020 [Bates No. 0002-0004]
3. Various Emails Related to Plaintiff's Representation [Bates No. 0005-0644]
4. Invoice No. 206, dated September 29, 2020 [Bates No. 0645-0662]
5. Invoice No. 234, dated January 5, 2021 [Bates No. 0663-0667]
6. Invoice No. 252, dated September 29, 2020 [Bates No. 0668-0673]
7. Case Information, *Castl v. PennyMac Holdings LLC*, Case No. A-15-726907-J, filed October 29, 2015 [Bates No. 0674-0685]
8. Case Information, *Castl v. PennyMac Holdings LLC*, Case No. A-16-742267-C, filed August 24, 2016 [Bates No. 0686-0709]

9. Case Information, *Castl v. PennyMac Holdings LLC*, Appeal No. 71082-COA and 71082 [Bates No. 0710-0713]
 10. Case Information, *Castl v. PennyMac Holdings LLC*, Appeal No. 71990-COA and 71990 [Bates No. 0714-0717]
 11. Order of Affirmance (Docket No. 71082) and Affirming in Part, Reversing In Part and Remanding (Docket No. 71990), filed May 9, 2018, Court Of Appeals of the State of Nevada [Bates No. 0718-0725]
 12. Substitution of Attorney, filed December 30, 2020 [Bates No. 0726-0728]
 13. Transfer of File, Dated January 5, 2021 [Bates No. 0729]
- Defendants will provide their available documents to Plaintiff on or before September 24, 2021.

VII.

WRITTEN LIST OF MEDICAL PROVIDERS [NRCP 16.1(c)(2)(F)]

There are no medical providers to be identified.

VIII.

STATEMENT OF DAMAGE COMPUTATIONS [NRCP 16.1(c)(2)(G)]

Per the contractual agreement of the parties, Plaintiff's costs for representing defendants in the PennyMac case totaled approximately \$67,000, of which \$60,000 remains due and owing. In addition to this unpaid balance, defendants owe agreed upon fees for months in which no payments were made, which currently total an additional \$750.

Pursuant to NRCP 16.1(a)(1)(A)(iv) and NRCP 34, copies of Plaintiff's invoices containing detailed accounting of time and expenses related to the damages herein have been disclosed to defendants on September 13, 2021. [Bates No. 0645-0667]

IX.

LIST OF DISCLOSED INSURANCE AGREEMENTS [NRCP 16.1(c)(2)(H)]

1 There are no insurance agreements to be disclosed.

2 **X.**

3 **LIST OF DISCLOSED EXPERTS [NRCP 16.1(c)(2)(I)]**

4 There are no experts to be disclosed.

5 **XI.**

6 **PRESERVING DISCOVERABLE INFORMATION [NRCP 16.1(c)(2)(J)]**

7 The parties have no statement on preserving discoverable information.

8 **XII.**

9 **CONFIDENTIAL INFORMATION [NRCP 16.1(c)(2)(K)]**

10 The parties have no statement concerning trade secrets or other confidential information.

11 The parties have made no agreement concerning a confidentiality order or whether a Rule 26(c)
12 motion for protective order will be made.

13 **XIII.**

14 **DATE ON WHICH DISCOVERY WILL CLOSE [NRCP 16.1(c)(2)(L)]**

15 In accordance with Section IV(C) above, discovery will close 182 days from the date
16 below, or on the calendar date of March 9, 2022.

17 **XIV.**

18 **DATE BEYOND WHICH PARTIES ARE PRECLUDED FROM**
19 **FILING MOTIONS TO AMEND OR TO ADD PARTIES [NRCP 16.1(c)(2)(M)]**

20 The date beyond which the parties are precluded from filing motions to amend the
21 pleadings or to add parties unless by court order will be January 15, 2022.

22 **XV.**

23 **DUE DATE FOR EXPERT DISCLOSURES [NRCP 16.1(c)(2)(N)]**

24 Plaintiff will not be implementing experts in this case.

XVI.

DUE DATE FOR DISPOSITIVE MOTIONS [NRCP 16.1(c)(2)(O)]

All dispositive motions must be filed not later than April 8, 2022.

XVII.

ESTIMATE OF TIME REQUIRED FOR TRIAL [NRCP 16.1(c)(2)(P)]

The parties estimate 1 to 2 days.

XVIII.

STATEMENT OF JURY TRIAL DEMAND [NRCP 16.1(c)(2)(Q)]

Neither party has demanded a jury trial.

Dated this 8th day of October, 2021.

**THE LAW OFFICES OF KRISTINA
WILDEVELD & ASSOCIATES**

/s/ Lisa Rasmussen

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Attorney for Defendants

EXHIBIT C

Motion for Summary Judgment, District Court, Clark County, Nevada

Filed April 4, 2022


1 **MSJD**

2 LISA A. RASMUSSEN, ESQ.

3 Nevada Bar No. 7491

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10 Lisa@Veldlaw.com

11 Attorneys for Plaintiff

12 **DISTRICT COURT**13 **CLARK COUNTY, NEVADA**

14 * * * * *

15 THE LAW OFFICES OF KRISTINA)

16 WILDEVELD & ASSOCIATES, A)

17 NEVADA LIMITED LIABILITY)

18 COMPANY,)

Case No. A-21-829963-C

19 Plaintiff,)

Dept. No. XXIV

20 vs.)

21 **PLAINTIFF'S MOTION FOR**
22 **SUMMARY JUDGMENT**

23 TRACY HURST fka TRACY CASTL fka)

24 TRACY LEE HURST-CASTL,)

INDIVIDUALLY and as TRUSTEE)

OF THE MARY V. NAPHTALI)

IRREVOCABLE TRUST and as)

TRUSTEE OF THE TRACY LEE)

HURST LIVING TRUST; THE MARY V.)

NAPHTALI IRREVOCABLE TRUST;)

THE TRACY LEE HURST LIVING)

TRUST; and DOE DEFENDANTS 1-5,)

Hearing Date Requested

25 Defendants.)

26 COMES NOW the Plaintiff, THE LAW OFFICES OF KRISTINA WILDEVELD &

27 ASSOCIATES, A NEVADA LIMITED LIABILITY COMPANY ("Wildeveld"), and hereby

1 files its Motion for Summary Judgment (“Motion”). This motion seeks summary judgment on
 2 all four (4) causes of action enumerated within the Complaint.

3 This motion is made pursuant to Nev. R. Civ. P. 56 and is based on the Points and
 4 Authorities below, the attached exhibits, the declaration of Lisa Rasmussen (Exhibit 1), all
 5 pleadings on file herein, and any oral argument presented at the time of hearing on this matter.

6 I.

7 INTRODUCTION

8 In 2016 Defendant Tracy Hurst fka Tracy Castl fka Tracy Lee Hurst-Castle (“Hurst”)¹
 9 commenced an action against PennyMac Holdings (“PennyMac”). Represented by counsel,
 10 Hurst proceeded through the case and a bench trial was calendared for May 11, 2020. In early
 11 April 2020 Hurst consulted with Wildeveld about assuming representation in the PennyMac
 12 case. Claiming to have limited funds, Hurst negotiated a greatly reduced initial payment to be
 13 followed by monthly payments of not less than \$2,000.00 and she also anticipated paying a
 14 substantial sum from an auto accident settlement. Hurst repeatedly assured Wildeveld that as a
 15 woman of honesty she would satisfy her debts.

16 On April 14, 2020, Hurst and Wildeveld entered a written agreement upon the above
 17 terms, including conditions that a monthly fee would be charged for any months in which
 18 payments were not made and that any missed payments would allow Wildeveld to withdraw
 19 representation. Hurst promptly paid the greatly reduced retainer and her first monthly payment.

20 Wildeveld appeared in the PennyMac case on Hurst’s behalf on April 22, 2020, and at
 21 Hurst’s behest, immediately obtained a trial continuance until September 2020. Wildeveld
 22 expended extensive time and resources preparing for trial. As the trial date neared Hurst insisted
 23 _____

24 ¹ “Hurst” also includes the trust defendants named in the Complaint.

1 Wildeveld seek a second continuance, which was attempted and denied. That too took
2 substantial effort and required obtaining and submitting medical documentation and the like.

3 A three-day trial began September 8, 2020. During trial Hurst made her second, and last,
4 monthly payment. Wildeveld reminded Hurst of the necessity to make payments, which over
5 time saw Hurst's responses diminish from reassurances that payments would be made, to "I will
6 get back to you," to Hurst's ultimate assertion of having no resources to pay. Three (3) months
7 after trial, a judgment issued in favor of Hurst on one (1) claim and against her on two (2)
8 others. At Hurst's insistence, Wildeveld substituted Hurst as counsel in the PennyMac case on
9 December 30, 2020.

10 Wildeveld's costs and services for representing Hurst in PennyMac totaled \$66,998.58.
11 Hurst paid Wildeveld only \$7,000.00, leaving an unpaid balance of \$59,998.58. Hurst has failed
12 to make payments in twenty-two (22) of the twenty-four (24) months since she retained
13 Wildeveld. As such, Hurst owes Wildeveld an additional \$1,100.00 for nonpayments, for a total
14 indebtedness of \$61,098.58.

15 The Complaint in this matter presents four causes of action in relation to Hurst's refusal
16 to compensate Wildeveld for its representation: breach of contract, unjust enrichment, fraud,
17 and intentional misrepresentation. Wildeveld seeks summary judgment on these counts because
18 there are no disputed facts and the claims are entitled to judgment as a matter of law.

19 II.

20 STATEMENT OF UNDISPUTED FACTS

21 1. On or about August 24th, 2016, Hurst commenced a lawsuit against PennyMac in the
22 Eighth Judicial District Court, case no. A-16-742267-C ("PennyMac case"). **Exhibit ("Ex.") 5**

23 ///

24 ///

1 at BN 018, Dkt. No. 1.²

2 2. In early April 2020, Hurst visited Wildeveld Law's office seeking representation for
3 several matters, including the PennyMac case. **Ex. 1** at BN 002, ¶ 3.

4 3. During this visit Hurst informed Wildeveld that she had been told the attorneys there
5 were "great lawyers," that a friend had confidence in Wildeveld, and that Wildeveld had come
6 "highly recommended" to her. *Id.* at ¶ 4.

7 4. Hurst subsequently indicated to Attorney Rasmussen that she needed counsel
8 immediately on the PennyMac case. *Id.* at ¶ 5.

9 5. Attorney Rasmussen then pulled documents from the court's portal to analyze the
10 status and posture of the PennyMac case. *Id.* at ¶ 6.

11 6. On or about April 10, 2020, Wildeveld informed Hurst that it could represent Hurst in
12 the PennyMac case only, but due to the imminency of trial, a \$50,000.00 retainer was required
13 to cover the minimum costs associated with taking the case to trial in an anticipated short time
14 frame, as per Attorney Rasmussen's hourly rate. *Id.* at ¶ 7.

15 7. Hurst stated she could not afford \$50,000.00 up front, but pledged to pay \$5,000.00
16 up front, followed by uninterrupted monthly payments of at least \$2,000.00. *Id.* at ¶ 8.

17 8. Hurst ensured Wildeveld that, in addition to the minimum payment of \$2,000.00 per
18 month, she would pay most of her accumulated debts with Wildeveld in the event she obtained a
19 settlement in a pending car accident case, which she represented would settle soon. *Id.* at BN
20 003, ¶ 9.

21
22
23
24 ² Containing less than 100 pages, the exhibits are attached hereto and are referenced by Bates
number ("BN") pursuant to EDCR 2.27(a), (b).

1 9. Hurst ensured Wildeveld that, as to her payments, she was “good for it,” and would
2 “make sure you get paid.” Hurst ensured Wildeveld she was of good character and true to her
3 word for paying her debts. *Id.* at ¶ 10.

4 10. After making her first payment, Hurst assured Wildeveld that “I’m big on keeping
5 my word...” *Id.*; **Ex. 4** at BN 014.

6 11. Based upon these assurances from Hurst, Wildeveld gave Hurst the benefit of doubt
7 that she would pay them for its services. **Ex. 1** at BN 003, ¶ 10.

8 12. On April 14, 2020, Hurst and Wildeveld entered into a written agreement wherein
9 Wildeveld was to provide representation at standard office rates in exchange for Hurst’s retainer
10 of \$2,500.00, followed by minimum monthly payments of \$2,000.00. *Id.* at ¶ 11; **Ex. 2** at BN
11 008.

12 13. The written agreement also provided that missed payments would be billed an
13 additional \$50.00 per month, and that missed payments could permit Wildeveld to demand
14 payment immediately. **Ex. 1** at BN 003; ¶ 11; **Ex. 2** at BN 008.

15 14. Wildeveld appeared as counsel in PennyMac on April 22, 2020. **Ex. 1** at BN 003, ¶
16 12; **Ex. 3** at BN 010-012.

17 15. Wildeveld immediately began extensive efforts to continue the May 2020 trial date
18 due to Hurst’s medical issues and the COVID pandemic, which resulted in a continuance being
19 granted until September 2020. **Ex. 1** at BN 003, ¶ 12; **Ex. 5** at BN 028-029.

20 16. Wildeveld obtained Hurst’s case file from prior counsel and spent considerable time
21 organizing it before being able to work from it. **Ex. 1** at BN 003, ¶ 13.

22 17. In May, June and July of 2020, Wildeveld undertook substantial efforts helping
23 Hurst locate potential medical malpractice counsel related to her surgical wound issue. This
24 included consultations with multiple attorneys on her behalf, assembling medical records and

1 sending statutorily required notices to her prior providers, per California law. Wildeveld
2 undertook all of these efforts at no cost to Hurst and have never billed her for these efforts, time,
3 services or costs. *Id.* at ¶ 14.

4 18. With the trial scheduled for early September 2020, in August 2020 Hurst stated that
5 there was no way she could participate in a trial given her health condition. *Id.* at ¶ 15.

6 19. At Hurst's insistence, extensive efforts were again undertaken by Wildeveld in
7 seeking to continue the trial again, but those efforts were unproductive. *Id.* at BN 004, ¶ 16.

8 20. In addition to the continuance efforts, Wildeveld undertook extensive trial
9 preparation which included research, preparation of trial exhibits and binders, litigation over the
10 admissibility of certain materials and general preparation for Hurst's trial. *Id.* at ¶ 17.

11 21. Hurst did not make any payments in May, June, July or August of 2020, but did
12 make a \$2,000 payment in September 2020. *Id.* at ¶ 18; **Ex. 16** at BN 090.

13 22. Due to Hurst's assurances of making payments, Wildeveld did not invoke its right
14 under the written agreement to withdraw as counsel due to the missed payments. Instead,
15 Wildeveld continued to give Hurst the benefit of doubt that she would catch up on her payments
16 and dutifully represented her at trial. **Ex. 1** at BN 004, ¶ 18; **Ex. 2** at BN 008.

17 23. In September 2020, Wildeveld represented Hurst over the course of a three-day trial,
18 culminating in a judgment in Hurst's favor on one of her claims and a judgment against her on
19 two of her claims. **Ex. 1** at BN 004, ¶ 19; **Ex. 5** at BN 034-035.

20 24. In early October 2020 Attorney Rasmussen had several conversations with Hurst
21 about needing to make payments, which Hurst indicated she would do. **Ex. 1** at BN 004, ¶ 20.

22 25. In early October 2020 Wildeveld asked Hurst about the car accident settlement and
23 Hurst did not disclose whether the case had settled or not. *Id.*
24

1 26. On October 16, 2020, Hurst told Attorney Rasmussen she would “get back” with
2 her about making payments; however, beginning the next day, October 17, 2020, Hurst stopped
3 discussing the matter of payments with Attorney Rasmussen altogether over the phone, and in
4 fact, she stopped answering counsel’s calls altogether. *Id.* at ¶ 21.

5 27. On October 26, 2020, Wildeveld provided Hurst copies of Invoice No. 206, the
6 Client Statement of Account as of that date, various receipts, a copy of the contract, and an
7 explanation of the billing. Hurst thanked Attorney Rasmussen. *Id.* at ¶ 22; **Ex. 6** at BN 041-061.

8 28. Hurst informed Attorney Rasmussen by email on November 30, 2020, that she
9 would “address” payments “when I find a remedy and (sic) able.” **Ex. 1** at BN 004, ¶ 23; **Ex. 7**
10 at BN 063.³

11 29. Upon providing Hurst a copy of the Notice of Entry of Order, Attorney Rasmussen
12 reminded Hurst that “[w]e still need you to make some effort to pay us. We have not received a
13 payment from you since September 2, 2020.” **Ex. 1** at BN 004, ¶ 24; **Ex. 8** at BN 065.

14 30. On December 8, 2020, Hurst asked Wildeveld to file a substitution of herself as
15 counsel, stating that her “resources are exhausted at this time and (sic) actively seeking a
16 solution aside (sic) health priorities.” **Ex. 1** at N 005, ¶ 25; **Ex. 9** at BN 067.

17 31. On December 30, 2020, Wildeveld filed the requested substitution. **Ex. 15** at BN
18 083-085.

19 32. Hurst and her co-defendant trusts own two (2) properties in Clark County, Nevada
20 having a combined total taxable value of \$1,175,369.00, per current county assessor records.
21 **Ex. 1** at BN 005, ¶ 26; **Ex. 10** at BN 069-070; **Ex. 11** at BN 072-073; **Ex. 17** at BN 094-095.

22
23 ³ Portions of text have been redacted from Exs. 7, 8, 9 and 14. **Ex. 1** at BN 006, ¶ 34. Hurst was
24 provided unredacted versions of these exhibits within Wildeveld’s NRCP 16.1 Initial
Disclosures on September 13, 2021. *Id.* at ¶ 33.

1 **33.** Hurst has frequently transferred ownership of her properties over the years among
 2 various persons, entities and trusts, including the codefendant trusts herein. **Ex. 1** at BN 005, ¶
 3 27; **Ex. 12** at BN 075-076; **Ex. 13** at BN 078-079; **Ex. 14** at BN 081.

4 **34.** In addition to her real property above, Hurst owns a 2000 BMW 328i and a 2015
 5 BMW 650i. **Ex. 17** at BN 094-095.

6 **35.** For the three (3) years between October 30, 2018, and October 30, 2021, i.e.,
 7 including the period during which Wildeveld was representing Hurst herein, Hurst's former
 8 husband was paying for her car, car insurance, car maintenance, household expenses for the
 9 Mirada Del Sol property, monthly mortgage for same, taxes and insurance for same, HOA Fees
 10 for same, utilities for same, cell phone, monthly pool and lawn maintenance, and other required
 11 maintenance for upkeep on said residence – all being bills Hurst did not have to pay. **Ex. 17** at
 12 095-096.

13 **36.** Hurst has paid Wildeveld nothing since September 10, 2020. **Ex. 1** at BN 004, ¶ 18;
 14 **Ex. 16** at BN 090.

15 **37.** At no time herein did Hurst ever inquire of Wildeveld about receiving an extension
 16 on payments, a reduction in monthly payment amounts, a reduction in the hourly rates charged,
 17 or any other type of reductions in the matter of billing and payments. **Ex. 1** at BN 005, ¶ 28.

18 **38.** Attorney Rasumssen's standard hourly rate has been \$600.00 per hour since January
 19 1, 2020, and it still her current hourly rate. **Id.** at BN 006, ¶ 33.

20 **39.** Wildeveld's costs and services for representing Hurst in the PennyMac case totaled
 21 \$66,998.58 of which \$59,998.58 remains due and owing. **Id.** at ¶ 29; **Ex. 16** at 090.

22 **40.** Hurst's unpaid balance to Wildeveld in ¶ 39 above does not include fees for the
 23 months in which no payments were made, which currently total \$1,100.00, i.e., \$50.00 per
 24 month for the 22 months of May 2020, June 2020, July 2020, August 2020, October, 2020,

1 November 2020, December 2020, all twelve (12) months of 2021, and January through March
2 of 2022. **Ex. 1** at BN 005, ¶ 30; **Ex. 2** at BN 008; **Ex. 16** at BN 090.

3 41. Combining ¶¶ 39 and 40 above, as of the date below Hurst owes Wildeveld a total
4 of \$61,098.58 in unpaid PennyMac fees and costs. **Ex. 1** at BN 005, ¶ 31; **Ex. 2** at BN 008; **Ex.**
5 **16** at BN 090.

6 42. To the best of Wildeveld's information and belief, Hurst did obtain monies via
7 settlement in the car accident case; however, Hurst never paid any monies to Wildeveld
8 therefrom, as she promised she would. **Ex. 1** at BN 005, ¶ 32.

9 **III.**

10 **PROCEDURAL HISTORY**

11 Wildeveld filed its Complaint on February 23, 2021, **Dkt. No. 1**, and all three (3) named
12 defendants were served process on February 27, 2021, **Dkt. Nos. 6, 7 and 8**. Wildeveld
13 subsequently filed requests for default on all three (3) named defendants when they failed to
14 timely answer or appear. **Dkt. Nos. 9, 10 and 11**. However, before the Court's clerk could act
15 upon the requests, Hurst filed a Notice of Removal of Action to the United States District Court
16 for the Central District of California on April 12, 2021. **Dkt. No. 12**. Finding Hurst had no
17 objectively reasonable basis for the removal, the federal court issued an Order of Remand in
18 July 2021. **Dkt. Nos. 13 and 14**.

19 Albeit untimely, Hurst filed its Answer to Complaint on July 29, 2021. **Dkt. No. 15**. The
20 parties filed their Joint Case Conference Report on October 8, 2021, **Dkt. No. 21**, and the Court
21 issued the Scheduling and Trial Order on November 23, 2021, **Dkt. No. 23**. Trial is currently set
22 for June 27, 2022.

23 Pursuant to the scheduling order, the instant motion for summary judgment is timely
24 filed. *Id.* at 1.

IV.

STANDARD OF REVIEW

Under the provisions for summary judgment,

A party may move for summary judgment, identifying each claim or defense – or the part of each claim or defense – on which summary judgment is sought. The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movement is entitled to judgment as a matter of law. The court should state on the record the reasons for granting or denying the motion.

NRCP 56(a).

“[S]ummary judgment is appropriate ‘when the pleadings, depositions, answers to interrogatories, admissions, and affidavits, if any, that are properly before the court demonstrate that no genuine issue of material fact exists, and the moving party is entitled to judgment as a matter of law.’” *Cuzze v. Univ. & Cmty. College Sys.*, 123 Nev. 598, 602, 172 P.3d 131, 134 (2007)(quoting *Wood v. Safeway, Inc.*, 121 Nev. 724, 731, 121 P.3d 1026, 1031 (2005)).

The party moving for summary judgment bears the initial burden of showing the absence of a genuine issue of material fact. *Id.* (citing *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986)). “If such a showing is made, then the party opposing summary judgment assumes a burden of production to show the existence of a genuine issue of material fact.” *Id.* Because Wildeveld is the moving party, it “must present evidence that would entitle it to a judgment as a matter of law in the absence of contrary evidence.” *Id.* (citing NRCP 56(a), (e)).

Based upon the undisputed facts above, summary judgment should be granted to Wildeveld for each cause of action within the Complaint.

///

///

///

V.

ARGUMENT

Because the facts are undisputed, Wildeveld is entitled to judgment as a matter of law on each cause of action within the Complaint, as follows:

A. WILDEVLD IS ENTITLED TO JUDGMENT ON ITS FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT

A breach of contract is the “material failure of performance of a duty arising under or imposed by agreement.” *Bernard v. Rockhill Dev. Co.*, 103 Nev. 132, 135, 734 P.2d 1238, 1240 (1987). Under Nevada law, a breach of contract occurs when there exists a valid contract; the defendant has breached the terms of the contract; and the plaintiff has been damaged as a result of the defendant’s breach. *Rivera v. Peri & Sons Farms, Inc.*, 735 F.3d 892, 899 (9th Cir. 2013)(citing *Saini v. Int’l Game Tech*, 434 F.Supp.2d 913, 919-920 (D. Nev. 2006)(citing *Richardson v. Jones*, 1 Nev. 405, 408 (1865)).

First: Hurst contracted with Wildeveld to receive legal representation from Wildeveld in the PennyMac case in exchange for Hurst’s payment of all fees and costs incurred by Wildeveld, and by promising to do so with an initial payment of \$2,500.00 followed by monthly minimal payments of \$2,000.00 until paid in full. Hurst also agreed to pay a \$50.00 fee for every month in which she did not make payments. The written fee agreement memorializing these transactions constitutes a valid contract. *Id.*

Second: Hurst paid Wildeveld only \$7,000.00 for its services, with Hurst’s last payment being in September 2020. Hurst’s failure to pay the remaining \$61,098.58 which remains due and owing demonstrates a breach of the contract. *Id.*

Third: At all times herein Wildeveld performed under the terms of the contract by providing representation for Hurst in the PennyMac case, and said performance was done for

1 the benefit of all defendants. Wildeveld provided labor, time, resources and expenditures in its
 2 representation of Hurst totaling approximately \$66,998.58. Hurst's failure to pay its agreed-
 3 upon amount has directly caused Wildeveld to incur damages in the amount of \$61,098.58. *Id.*

4 Wildeveld is entitled to summary judgment against Hurst for the amount due and owing,
 5 together with interest thereon pursuant to NRS 17.130(2) and/or any other applicable law,
 6 wherein Wildeveld has demonstrated that Hurst has breached its contract with Wildeveld.

7 **B. WILDEVELD IS ENTITLED TO JUDGMENT ON ITS**
 8 **SECOND CAUSE OF ACTION FOR UNJUST ENRICHMENT**

9 The elements of unjust enrichment are:

10 “[A] benefit conferred on the defendant by the plaintiff, appreciation
 11 by the defendant of such benefit, and acceptance and retention by
 12 the defendant of such benefit under circumstances such that it would
 be inequitable for him to retain the benefit without payment of the
 value thereof.”

13 *Unionamerica Mortgage & Equity Trust v. McDonald*, 87 Nev. 210, 212, 1273 (1981)(quoting
 14 *Dass v. Epplen*, 424 P.2d 779, 780 (Colo. 1967)).

15 “Unjust enrichment occurs when ever a person has and retains a benefit which in equity
 16 and good conscious belongs to another.” *Id.*

17 **First:** Wildeveld conferred upon Hurst the benefit of \$66,998.58 in labor, time and
 18 resources in its representation of Hurst, of which Hurst has paid Wildeveld only \$7,000.00. For
 19 a certainty, the unpaid \$59,998.58 constitutes a “benefit” for the Hurst defendants. *Id.*
 20 Additionally, Hurst benefits from not paying the \$1,100.00 fees incurred by her for not making
 21 payments. *Id.*

22 **Second:** Hurst appreciated the benefit of Wildeveld's representation, whereby
 23 Wildeveld prepared her PennyMac case for trial, conducted the trial, and obtained in part a
 24 favorable judgment because of Wildeveld's legal representation. *Id.*

1 **Third:** Wildeveld, however, has incurred loss and detriment, and it would be inequitable
 2 for Hurst to retain this benefit without compensation for the value thereof. *Id.* Indeed, the time
 3 spent working on Hurst's case was time that Ms. Rasmussen could have spent working on other
 4 cases. The Wildeveld firm's resources benefitted all defendants. *Id.*

5 Wildeveld is entitled to summary judgment against Hurst for the amount due and owing,
 6 together with interest thereon pursuant to NRS 17.130(2) and/or any other applicable law,
 7 wherein Wildeveld has demonstrated that Hurst has unjustly enriched itself in this matter.

8 **Note:** The unjust enrichment claim within the second cause of action is pled in the
 9 alternative to the breach of contract claim within the first, as it hinges upon the enforceability of
 10 the written contract in this case, to-wit:

11 "An action based on a theory of unjust enrichment is not available when there is an
 12 express, written contract, because no agreement can be implied when there is an express
 13 agreement." *Id.* (citing Am. Jur. 2d *Restitution* § 6 (1973)). However, where an existing contract
 14 is no longer enforceable, or has expired, the inability to collect under it does not preclude the
 15 recourse of unjust enrichment. *Paracor Fin., Inc. v. Gen. Elec. Capital Corp.*, 96 F.3d 1151,
 16 1167 (9th Cir. 1996).

17 Therefore, the unjust enrichment claim should be considered in the event the Court
 18 deems the written contract herein to be unenforceable for any reason.

19 **C. WILDEVELD IS ENTITLED TO JUDGMENT ON ITS THIRD**
 20 **CAUSE OF ACTION FOR FRAUD**

21 Parties to contracts have a duty "not to make false promises or fraudulently misrepresent
 22 its intention to perform." *Bernard v. Rockhill Dev. Co.*, 103 Nev. 132, 135, 734 P.2d 1238, 1240
 23 (1987). To demonstrate fraud, Wildeveld must prove five (5) elements: "(1) a false
 24 representation, (2) the defendant's knowledge or belief that the representation is false, (3) the

1 defendant's intention to induct the plaintiff's reliance, (4) the plaintiff's justifiable reliance, and
2 (5) damages." *Nev. State Educ. Ass'n v. Clark Cty. Educ. Ass'n*, 137 Nev. Adv. Rep. 8, 2021
3 Nev. LEXIS 7 *23, 482 P.3d 665, 675 (2021). *See also Lubbe v. Barba*, 91 Nev. 596, 599, 540
4 P.2d 115, 117 (1975)(same).

5 The undisputed facts in this case demonstrate the elements of fraud set forth in *Nev.*
6 *State Educ. Ass'n*:

7 **First:** Hurst agreed to accept and pay for Wildeveld's representation knowing that such
8 would cost no less than \$50,000.00. Hurst repeatedly ensured Wildeveld that Hurst was "good
9 for it" – a person of her word – and would make sure Wildeveld got paid in full. This is a
10 textbook false representation. *Id.*

11 **Second:** Hurst made the promise of paying Wildeveld with knowledge that she was
12 deceiving Wildeveld thereby and had no intention of paying Wildeveld the full amount for its
13 representation. Prior to trial, Hurst ensured she would be able to pay consistently until paid in
14 full. Following trial Hurst claimed to lack resources – a fact belied by Hurst's ownership of two
15 properties valued at over one million dollars and two BMW vehicles, the apparent receiving of a
16 car wreck settlement, and Hurst's generous divorce decree bestowing valuable property upon
17 her and relieving her of tremendous payment obligations. Hurst knew her representation to be
18 false, as she had the means to pay Wildeveld in full, but never had the intention to do so. *Id.*

19 Hurst's intentions to never pay her remaining legal balance are also evidenced by her
20 refusal to work out any sort of payment arrangement, her avoiding calls from Wildeveld, and
21 her failure to make a single payment after the trial was completed in September 2020. Hurst has
22 never attempted any resolution and instead has engaged in avoidance of any monetary
23 consequences as is evidenced by her fool's errand removal to the federal court in California,
24 causing further delay in this case.

1 **Third:** Hurst's repeated assurances of her honesty and the importance of paying bills
2 served to induce Wildeveld's reliance on her. The timing of the three (3) payments Hurst **did**
3 make bolster this showing, to-wit: the first two upon retention loaned credibility to her claims of
4 honesty and ability to pay, and resulted in Wildveld's devotion of tremendous resources to the
5 PennyMac case. The third and last payment, following several months of nonpayment, created
6 the false appearance that Hurst intended to continue making payments, and kept Wildeveld from
7 invoking its right to terminate representation due to non-payments prior to trial.

8 Hurst entered into the agreement with Wildeveld knowing that Wildeveld was relying
9 upon Hurst's assurances and promises, and Hurst took advantage of that reliance through
10 manipulation and craftily timed partial payments. This satisfies the third prong. *Id.*

11 **Fourth:** Meanwhile, Wildeveld justifiably relied upon Hurst's assurances of good
12 character and promises to pay in full and provided its services to Hurst because of that reliance.
13 Such reliance is demonstrated through not only Wildeveld's initial decision to represent Hurst in
14 the PennyMac case, but also through Wildeveld's decision to **not** invoke its right to terminate
15 representation after Hurst had failed to make payments in May, June, July and August of 2020.
16 This satisfies the fourth prong. *Id.*

17 **Fifth:** Wildeveld has been damaged as a result of the fraud and deception perpetrated
18 upon it by Hurst, and such damages are presently in the amount of \$61,098.58. *Id.*

19 Wildeveld is entitled to summary judgment against Hurst for the amount due and owing,
20 together with interest thereon pursuant to NRS 17.130(2) and/or any other applicable law,
21 wherein Wildeveld has demonstrated that Hurst obtained its representation through fraud.
22 Punitive damages up to \$300,000.00 are also warranted because Hurst's fraudulent misconduct
23 sounds in tort and justifies such damages. *Phillips v. Lynch*, 101 Nev. 311, 312-313, 704 P.2d
24 1083, 1084 (1985); NRS 42.001(2); NRS 42.005(1)(b).

**D. WILDEVELD IS ENTITLED TO JUDGMENT ON ITS FOURTH
CAUSE OF ACTION FOR INTENTIONAL MISREPRESENTATION**

“Intentional misrepresentation is established by three factors: (1) a false representation that is made with either knowledge or belief that it is false or without a sufficient foundation, (2) an intent to induce another’s reliance, and (3) damages that result from this reliance.” *Nelson v. Heer*, 123 Nev. 217, 225, 163 P.3d 420, 426 (2007). These elements exist here:

First: Hurst’s contractual representation that she would pay Wildeveld for its services was false and was made with a knowledge or belief that that it was false, wherein Hurst did not intend to fully compensate Wildeveld for its services at the time of entering said contract with Wildeveld. This is demonstrated by Hurst’s conduct of obtaining Wildeveld’s representation through the manipulative use of repeated assurances of Hurst’s honesty, ability and commitment to make consistent payments, followed by her making no payments at all once the trial was completed.

Hurst’s intentions to never pay in full are also evidenced by her refusal to work out any sort of payment arrangement, her avoiding calls from Wildeveld, and her failure to make a single payment after the trial was completed in September 2020. *Incorporate* as if fully set forth herein Argument C, at p. 14:3-14, above.

Second: Hurst induced Wildeveld to enter the contract under assurances that she was a person of her word, was “good for it,” and possessed the means to make minimal monthly payments. In fact, Hurst owned two properties valued at over one million dollars to back those assurances. Additionally, Hurst dangled the carrot of a pending car wreck settlement to induce Wildeveld’s entry into the contract. *Incorporate* as if fully set forth herein Argument C, at p. 14:18 through p. 15:3, above.

1 **Third:** Wildeveld relied upon Hurst's assurances of honesty and promises to pay the full
 2 amount via monthly payments, and as a direct result of this reliance Wildeveld entered the
 3 contract with Hurst, continued to represent Hurst through the trial, and has resultantly incurred
 4 damages in the amount of \$61,098.58. *Incorporate* as if fully set forth herein Argument C, at p.
 5 15:4-11, above.

6 Wildeveld is entitled to summary judgment against Hurst for the amount due and owing,
 7 together with interest thereon pursuant to NRS 17.130(2) and/or any other applicable law,
 8 wherein Wildeveld has demonstrated that Hurst obtained representation through intentional
 9 misrepresentation. Punitive damages up to \$300,000.00 are also warranted because at all times
 10 herein Hurst conducted herself with malice, whether express or implied, by intending to injure
 11 Wildeveld or acting despicably with a conscious disregard for Wildeveld's rights. *Countrywide*
 12 *Home Loans, Inc. v. Thitchener*, 124 Nev. 725, 739, 744, 192 P.3d 243, 252, 255 (2008); NRS
 13 42.001(3); NRS 42.005(1)(b).

14 VI.

15 CONCLUSION

16 For the reasons set forth above, the undisputed facts herein demonstrate that Wildeveld
 17 is entitled to summary judgment as a matter of law for Hurst's breach of contract, unjust
 18 enrichment, fraud, and intentional misrepresentation. Accordingly, Wildeveld respectfully

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24 ///

1 requests that this Honorable Court grant summary judgment in favor of Wildeveld on each of its
2 claims as set forth herein.

3 Dated this 4th day of April, 2022.

4 **THE LAW OFFICES OF KRISTINA**
5 **WILDEVELD & ASSOCIATES**

6 */s/ Lisa A. Rasmussen*

7 _____
8 LISA A. RASMUSSEN, ESQ.
9 Nevada Bar No. 7491
10 550 E. Charleston Blvd., Suite A
11 Las Vegas, NV 89104
12 (702) 222-0007

13 Attorney for Plaintiff

14 **CERTIFICATE OF SERVICE**

15 I do certify that I served a true copy of the foregoing MOTION FOR SUMMARY
16 JUDGMENT on this 4th day of April, 2022, upon the person below pursuant to this Court's efile
17 and serve:

18 BYRON THOMAS
19 Attorney for Defendants

20 */s/ Lisa A. Rasmussen*

21 _____
22 LISA A. RASMUSSEN, ESQ.
23 Nevada Bar No. 7491

24 Attorney for Plaintiff

EXHIBIT 1

DECLARATION OF LISA RASMUSSEN

I, LISA RASMUSSEN, hereby declare under penalty of perjury of the laws of the State of Nevada as follows:

1. I am an attorney licensed to practice law in the State of Nevada and I am an employee of the law firm Offices of Kristina Wildeveld & Assoicates (Wildeveld Law). I have personal knowledge of the matters stated herein and could testify competently thereto if called as a witness in this matter.

2. I have been practicing law in Nevada since 2000 and am also admitted to practice law in California.

3. In early April 2020, Tracy Hurst fka Tracy Castl fka Tracy Hurst-Castl (Hurst) visited Wildeveld Law's office seeking representation for three legal matters, including the case of *Castl v. PennyMac*, Eighth Judicial District Court case no. A-16-742257-C ("PennyMac"). I was present during the consult, along with Attorney Kristina Wildeveld (Wildeveld).

4. During this visit Hurst informed Wildeveld and me that she had been told the attorneys at Wildeveld Law were "great lawyers," that a friend had confidence in Wildeveld Law, and that Wildeveld Law had come "highly recommended" to her.

5. Hurst followed up after this visit with me by phone, indicating she really needed counsel immediately on the PennyMac case.

6. I pulled down documents from the court's portal to analyze the status and posture of the PennyMac Case.

7. On or about April 10, 2020, Wildeveld and I informed Hurst that we could represent Hurst in the PennyMac case only, but due to the imminency of trial, a \$50,000.00 retainer was required to cover the minimum costs associated with taking the case to trial in an anticipated short time frame. This was based on my estimate of what it **would** cost to try this case, given my hourly rate.

8. Hurst stated she could not afford \$50,000.00 up front, but promised to pay \$5,000.00 up front, followed by uninterrupted monthly payments of at least \$2,000.00.

9. Hurst ensured us that, in addition to the minimum payment of \$2,000.00 per month, she would pay most of her accumulated debts with Wildeveld Law in the event she obtained a settlement in a pending car accident case. She represented to us that the car accident case would settle soon.

10. Hurst ensured Wildeveld and I that, as to her payments, she was “good for it,” and would “make sure you get paid.” Hurst ensured us she was of good character and true to her word for paying her debts. The email attached as Exhibit 4 demonstrates one such occasion where, after making her first payment, Hurst stated to us: “I’m big on keeping my word...” Based upon Hurst’s assurances, I gave Hurst the benefit of doubt that she would pay us for our services.

11. Therefore, on April 14, 2020, Hurst and Wildeveld Law entered into a written agreement wherein Wildeveld Law was to provide representation at standard office rates in exchange for Hurst’s retainer of \$2,500.00, followed by minimum monthly payments of \$2,000.00. It was also agreed that missed payments would be billed an additional \$50.00 per month, and that missed payments could permit Wildeveld Law to demand payment immediately. See Exhibit 2.

12. I appeared as counsel in PennyMac on April 22, 2020, and immediately began extensive efforts to continue the May 2020 trial date due to Hurst’s medical issues and the COVID pandemic. I was able to obtain a continuance until September 2020.

13. I promptly sought to obtain the case file from Hurst’s prior counsel, which was as in a total state of disarray and required a lot of organization before I could work from it.

14. In May, June and July, Wildeveld and I also undertook substantial efforts helping Hurst locate potential medical malpractice counsel related to her surgical wound issue. This included consultations with multiple attorneys on her behalf, assembling medical records and sending statutorily required notices to her prior providers, per California law. We undertook all of these efforts at no cost to Hurst and have never billed her for these efforts, time, services or costs.

15. The trial was now scheduled for early September 2020, and in August, Hurst stated that there was no way she could participate in a trial given her health condition.

16. At Hurst's insistence I again undertook extensive efforts in seeking to continue the trial a second time, but those efforts were unproductive.

17. In addition to my continuance efforts, I undertook extensive trial preparation which included research, preparation of trial exhibits and binders, litigation over the admissibility of certain materials and general preparation for Hurst's trial.

18. Hurst did not make any payments in May, June, July or August, but did make a \$2,000 payment in September 2020. Due to her assurances, I continued to give her benefit of doubt that she would catch up on her payments, and represented her at trial. She has made no further payments since then.

19. On September 8, 9 and 10, 2020, I represented Hurst over the course of a three-day trial, culminating in a judgment in Hurst's favor on one of her claims and a judgment against her on two of her claims.

20. In early October 2020 I had several conversations with Hurst about the necessity of making payments, which Hurst indicated she would do. Both Wildeveld and I asked about her car accident settlement and she did not tell us whether the case had settled or not.

21. On October 16, 2020, Hurst told me she would "get back" with me about making payments; however, beginning the next day, October 17, 2020, Hurst stopped discussing the matter of payments with me altogether over the phone, and in fact, she stopped answering my calls altogether.

22. On October 26, 2020, I provided Hurst copies of Invoice No. 206, the Client Statement of Account as of that date, various receipts, a copy of the contract, and an explanation of the billing. Hurst thanked me. This correspondence is depicted by Exhibit 6 and its attachments.

23. Hurst informed me by email on November 30, 2020, that she would "address" payments "when I find a remedy and (sic) able." This email is located at Exhibit 7.

24. Upon providing Hurst a copy of the notice of entry of order I reminded Hurst that "[w]e still need you to make some effort to pay us. We have not received a payment from you since September 2, 2020." This email is located at Exhibit 8.

25. In an email dated December 18, 2020, Hurst asked me to file a substitution of herself as counsel, stating that her “resources are exhausted at this time and actively seeking a solution aside [sic] health priorities.” This email is located at Exhibit 9.

26. Hurst and her co-defendant trusts own two properties in Clark County, Nevada having a combined total taxable value of \$1,175,369.00, per current county assessor records at Exhibits 10 and 11.

27. Hurst has frequently transferred ownership of her properties over the years among various persons, entities and trusts, including the codefendant trusts herein. See Exhibits 12, 13 and 14.

28. At no time herein did Hurst ever inquire of Wildeveld Law about an extension on payments, a reduction in monthly payment amounts, a reduction in the hourly rates charged, or any other type of reductions in the matter of billing and payments.

29. Wildeveld’s costs and services for representing Hurst in the PennyMac case totaled \$66,998.58 of which \$59,998.58 remains due and owing. These figures are demonstrated by Exhibits 6, at Att. A, and 16, which include Client Statements of Account for October 2020 and January 2021, and contain itemized billing breakdowns for Invoices Nos. 206 and 234 from the PennyMac case. Invoice No. 252, reflecting Wildeveld Law’s loss of monies for assisting Hurst in another matter, is not at issue in this suit.

30. Hurst’s unpaid balance to Wildeveld Law does not include fees for the months in which no payments were made, which currently total \$1,100.00, i.e., \$50.00 per month for the 22 months of May 2020, June 2020, July 2020, August 2020, October, 2020, November 2020, December 2020, all twelve (12) months of 2021, and January through March of 2022.

31. Combining paragraphs 29 and 30 above, as of the date below Hurst owes Wildeveld Law a total of \$61,098.58 in unpaid PennyMac fees and costs.

32. To the best of my information and belief, Hurst did obtain monies via settlement in the car accident matter; however, Hurst never paid any monies to Wildeveld Law therefrom, as she promised she would.

33. My standard rate has been \$600.00 per hour since January 1, 2020, and is still my current standard hourly rate.

34. I declare that Exhibits 2 through 17 attached to this motion are true and correct representations of what they purport to be: Exhibit 2 is a copy of Wildeveld Law's written agreement with Hurst; Exhibits 3 and 15 are true copies of substitutions of attorney I filed in PennyMac; Exhibits 4, 6, 7, 8, 9 and 14 are true copies of email correspondence between Hurst and Wildeveld Law, with Exhibit 6 including the attachments thereto; Exhibit 5 is a true copy of the docket of the PennyMac case; Exhibits 10, 11, 12 and 13 are true copies of property records from the Clark County Assessor's Office recently downloaded by my office; Attachment A to Exhibit 6 and ~~Exhibit~~ 16 are true copies of itemized Invoice Numbers 206 and 234 with Client Statements of Account from October 2020 and January 2021 for the Wildeveld Law's representation of Hurst in the PennyMac case; and Exhibit 17 is a true copy of Hurst's divorce decree from the Court's records.

35. Out of an abundance of caution, I have redacted from Exhibits 7, 8, 9 and 14 portions of text which are privileged attorney-client communication. I did provide unredacted copies of these exhibits to Hurst in my Initial Disclosures on September 13, 2021.

Executed this 4th day of April, 2022, at Las Vegas, Nevada.

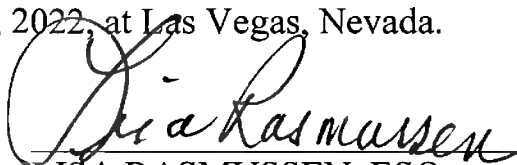

LISA RASMUSSEN, ESQ.
Nevada Bar No. 7491
550 E. Charleston Blvd., Suite A
Las Vegas, NV 89104
(702) 222-0007

EXHIBIT 2

THE LAW OFFICES OF KRISTINA WILDEVELD & ASSOCIATES

www.veldlaw.com

DATE: 4/14/20

Referred By:

CLIENT INFORMATION			
First Name:	Middle Name:	Last Name:	
TRACY	Lee	Hurst - Cast 1	
Date of Birth:	SSN:	ID #:	
10/18/60	567-33-3162		
Email:	Email Letters?	Email Bills?	
thangel@hotmail.com	(Y) N	(Y) N	
Mailing Address:	Home Phone	Mobile Phone	
P.O. Box 35937		702 739-4464	
CO NV 89133	Work Phone		
Other Contacts	Phone	Relationship	
1. Name Kelly Hurst	702 682-2779	Son	
2. Name Johnnie Cast 1	646 330-8819	X husband	
Employer of Client	Phone	Monthly Salary	
US Citizen? Y N	()	\$	
Place of Birth:	If no, what is your status?		
Burbank, CA			
COURT DATE(S):			
1 Case No.	Court	Proceeding	Date Time
2 Case No.	Court	Proceeding	Date Time
CHARGES		PRIORS (If any)	
1			Year
2			Year
3			Year

STOP: OFFICE USE ONLY

Consult Fee: C DC CC MC CK:

Fees: fixed, non-refundable std ofc. hourly rates PLAT FEE for representation in proceedings up to and including _____, negotiations, PH or GJ and Writ and/or denial/dismissal and is set based on the experience of the office. The fee is to be paid as follows: \$ _____ initial retainer paid upfront; remaining balance payable at a rate of at least \$2000 per month commencing on the payment date indicated below. Any outstanding balance/fees owed are due no later than seven (7) days prior to _____, PH, Trial, entry of plea, denial/dismissal of charges or whichever occurs first, regardless of any payment plan scheduled. All criminal retainers are deemed earned when received and will not be held in Trust. The Law Firm understands all funds used as payment are derived from a legal source. Unless otherwise specifically stated herein, this agreement does not include representation at Trial or obligate the Law Firm or member attorneys to prepare or file an appeal or to defend any re-filed charge(s). Proceedings not included in this agreement will incur additional attorney's fees. This fee does not include any applicable charges that may be incurred, including but not limited to restitution, fines, court fees, discovery fees, filing fees, witness fees, investigator costs, collection costs, travel fees, or any other miscellaneous fees. Client is solely responsible for all fees incurred and must pay all fees upon notice of the same. Pardons and Parole Petitions are considered the intellectual property of The Firm and are non-transferable or discoverable. The client file is the property of The Law Firm unless all of the fees are paid in full. Abuse and Neglect representation is for a 1 year period. Additional time will require an additional contract. There is a \$75.00 fee to pull closed files plus copy fees of \$0.35 per page.

AGREEMENT FOR REPRESENTATION: I HEREBY RETAIN KRISTINA WILDEVELD, ESQ. & ASSOCIATES ("Law Firm")

The Law Firm is hereby engaged to represent: _____ (Client) in the above matter(s). Client(s) and designated Fee Co-Payer(s) agree(s) to pay the Law Firm a retainer fee as described above in exchange for the specified legal services in connection with the matter(s) indicated herein. I understand that the Law Firm may associate or employ other counsel or marketing representative at the Law Firm's discretion provided there are no additional attorney's fees to Client. I promise to pay as set forth herein and pay the fees in full. I understand that no guarantee has been made regarding the outcome of my case(s) and that any outcome will not affect attorney fees owed or any applicable fees incurred. I further agree to adhere to my billing contract/payment plan and understand that if I miss a payment, a \$50.00 fee will be applied to my balance each month until payments resume. INIT. I also understand that if I miss a payment, that this office reserves the right to discontinue any payment plan set and demand the outstanding balance in-full, payable immediately or withdraw as counsel. INIT. I further understand that the Law Firm may move to withdraw as counsel for Client if fees are not promptly paid. INIT. I understand a \$100.00 fee applies for any Non-Sufficient Funds check posted on my account. INIT. I understand there is an additional \$350.00 fee charged for each additional status check. INIT. I understand that the hourly rate is \$750.00 per hour for any fee dispute. INIT. By signing below, I hereby agree to the representation described herein and agree to the terms of this agreement.

Retainer: \$2,500.00	
C DC CC MO CK:	
Payment Dates:	
1.	/ / monthly
2.	/ /
3.	/ /
4.	/ /
5.	/ /
(INIT) I agree to monthly reoccurring credit card payments.	
Copy of picture ID: Y N	

Client Signature: Tracy Lee Hurst - Cast 1Date: 4/14/2020

Fee Co-Payer Name/Signature: _____

Date: _____

Attorney Signature: Kristina Wildeveld

Kristina Wildeveld Dayvid Figler Lisa Rasmussen Caitlyn McAmis Jim Hoffman Eva Romero

550 E. Charleston Blvd., Suite A • Las Vegas, Nevada 89104

Phone: (702) 222-0007 • Fax: (702) 222-0001

contact@veldlaw.com

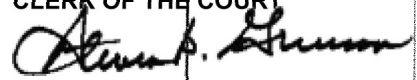
Bank of America: 501005739642

Routing Number: 122400724 / Wire Transfer: 026009593

008

EXHIBIT 3

Electronically Filed
4/22/2020 3:44 PM
Steven D. Grierson
CLERK OF THE COURT



1 Lisa A. Rasmussen, Esq.
2 Nevada Bar No. 7491
3 THE LAW OFFICES OF KRISTINA
4 WILDEVELD & ASSOCIATES
5 550 E. Charleston Blvd., Suite A
6 Las Vegas, NV 89104
7 (702) 222-0007 (T) | (702)222-0001
8 Email: Lisa@VeldLaw.com

9 Attorneys for PC Corp, Inc.

10 EIGHTH JUDICIAL DISTRICT COURT

11 CLARK COUNTY, NEVADA

12 TRACY CASTL,

13 Plaintiff,

14 vs.

15 PENNYMAC HOLDINGS, LLC,

16 Defendant.

Case No.: A-16-742267-C

Dept. No.: XX

SUBSTITUTION OF ATTORNEY

17 I, TRACY CASTL, also known as Tracy Hurst, hereby consent that Lisa
18 Rasmussen of the Law Offices of Kristina Wildeveld substitute in as my counsel in the
19 above entitled case in place and instead of Thomas Michaelides.

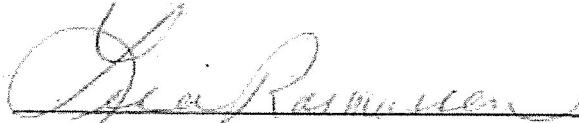
20 Dated: 14 April 2020

21 
22 TRACY HURST
23 
24 

25 ...
26 ...
27 ...
28 SUBSTITUTION OF ATTORNEY - 1

1 I, Lisa Rasmussen, of the Law Offices of Kristina Wildeveld & Associates,
2 hereby agree to substitute in as counsel for Ms. Hurst in the above-entitled case.

3 Dated: 14 April 2020

4
5 

6 Lisa A. Rasmussen, Esq.
7 NV Bar No. 7491

8
9 I, Thomas Michaelides, agree and consent to the substitution of counsel on
10 behalf of Ms. Hurst.

11 Dated: 14 April 2020

12 

13 Thomas C. Michaelides, Esq.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I sent a filed a copy of the foregoing SUBSTITUTION
OF ATTORNEY and served a copy of the same upon the following, utilizing this
Court's EFLEX File and Serve Program, and the following email addresses:

Rex Garner: Rex.Garner@Akerman.com

Ariel Stern: Ariel.Stern@Akerman.com

on this 14th day of April, 2020.

/s/ Lisa A. Rasmussen

LISA A. RASMUSSEN, ESQ.

EXHIBIT 4

From: TRACY HURST
To: kristina@veldlaw.com
Cc: Lisa Rasmussen
Subject: Payment paid in full today:)
Date: Monday, April 20, 2020 3:46:35 PM

Hi Kristine,

Johnnie informed me that he came in and paid you the full amount I promised. I'm so thankful he took care of my obligation to you. I'm big on keeping my word and he knows this. Although I have been disheartened by "family" I'm grateful he was able to make sure you were paid. Big relief for me.

He told me that you had some vandalism at your office, I'm sorry that sucks. I hope nobody got hurt.

Stay safe and well...this all shall pass, I pray so very soon as many are suffering!

Thank you again for yours and Lisa's help and concern for my wellbeing. Like I said prior I will never forget your kindness. True human Angel.

Sincerely,

Tracy

Sent from my iPhone

EXHIBIT 5

Case Information

A-16-742267-C | Tracy Castl , Plaintiff(s) vs. Pennymac Holdings LLC,
Defendant(s)

Case Number	Court	Judicial Officer
A-16-742267-C	Department 20	Johnson, Eric
File Date	Case Type	Case Status
08/24/2016	Other Real Property	Reactivated

Party

Plaintiff
Castl , Tracy Lee

Active Attorneys ▼
Pro Se

Defendant
Pennymac Holdings LLC

Active Attorneys ▼
Lead Attorney
Maurice, Aaron R.
Retained

Attorney
Wood, Brittany
Retained

Attorney
Stern, Ariel E.
Retained

Attorney
Scaturro, Tenesa S.
Retained

Attorney
Winslow, Natalie L
Retained

Attorney
Garner, Rex D.
Retained

Disposition Events

11/18/2016 Judgment ▼

Judicial Officer
Leavitt, Michelle

Judgment Type
Order of Dismissal With Prejudice

Monetary Judgment

Debtors: Tracy Lee Castl (Plaintiff)

Creditors: Pennymac Holdings LLC (Defendant)

Judgment: 11/18/2016 Docketed: 11/22/2016

12/04/2020 Judgment ▼

Judicial Officer
Johnson, Eric

Judgment Type
Judgment

Monetary Judgment

Debtors: Pennymac Holdings LLC (Defendant)

Creditors: Tracy Lee Castl (Plaintiff)

Judgment: 12/04/2020 Docketed: 12/07/2020

Total Judgment: \$1.00

Comment: Certain Claim

Events and Hearings

08/24/2016 Complaint ▼

Complaint

Comment

[1] Complaint to Determine Adverse Claims to Real Property - NRS 40.010, for Damages for Trespass to Land and for Declaratory Judgment

08/26/2016 Notice of Appearance ▼

Notice of Appearance

Comment

[2]

08/26/2016 Initial Appearance Fee Disclosure ▼

Initial Appearance Fee Disclosure

Comment

[3]

10/06/2016 Motion to Dismiss ▼

Pennymac Holdings, LLC's Motion To Dismiss

Comment

[4] Pennymac Holdings, LLC's Motion to Dismiss

10/25/2016 Notice of Change of Address ▼

Notice of Change of Address

Comment

[5]

10/25/2016 Opposition to Motion to Dismiss ▼

Plaintiff's Opposition to Defendant's Motion to Dismiss

Comment

[6] Plaintiff's Opposition to Defendant's Motion to Dismiss

10/31/2016 Reply in Support ▼

Pennymac Holdings, LLC's Reply in Support of Motion To Dismiss

Comment

[7] Pennymac Holdings, LLC's Reply in Support of Motion to Dismiss

11/07/2016 Motion to Dismiss ▼

Motion to Dismiss

Judicial Officer

Leavitt, Michelle

Hearing Time

8:30 AM

Result

Granted With Prejudice

Comment

Pennymac Holdings, LLC's Motion To Dismiss

Parties Present ▲

Plaintiff: Castl , Tracy Lee

11/18/2016 Order Granting Motion ▼

Order Granting Pennymac Holdings, LLC's Motion To Dismiss With Prejudice

Comment

[8] Order Granting Pennymac Holdings, LLC's Motion to Dismiss With Prejudice

11/21/2016 Notice of Entry of Order for Dismissal With Prejudice ▼

Notice of Entry of Order Granting Pennymac Holdings, LLC's Motion to Dismiss With Prejudice

Comment

[9] Notice of Entry of Order Granting Pennymac Holdings, LLC's Motion to Dismiss With Prejudice

12/16/2016 Notice of Appeal ▼

Notice of Appeal

Comment

[10] Plaintiff's Notice of Appeal

02/08/2017 Substitution of Attorney ▼

Substitution of Counsel

Comment

[11]

02/22/2017 Notice ▼

Notice of Transcript Request

Comment

[12] Request for Transcript of Proceedings

03/23/2017 Recorders Transcript of Hearing ▼

Transcript of Proceedings Re: Pennymac Holdings, LLC's Motion to Dismiss Monday, November 7, 2016

Comment

[13] Transcript of Hearing Held on November 7, 2016

06/12/2018 NV Supreme Court Clerks Certificate/Judgment - Affd/Rev Part ▼

NV Supreme Court Clerks Certificate/Judgment - Affd/Rev Part

Comment

[14] Nevada Supreme Court Clerk's Certificate/Remittitur Judgment - Affirmed in Docket No. 71082 and Affirmed in Part, Reversed in Part and Remand in Docket No. 71990

07/02/2018 Case Reassigned to Department 20 ▼

Comment

Reassigned From Judge Leavitt - Dept 12

11/08/2018 Notice of Hearing ▼

Notice of Hearing - NOH (CIV)

Comment

[15]

12/05/2018 Status Check ▼

Minutes - Status Check

Judicial Officer

Johnson, Eric

Hearing Time

8:30 AM

Result

Matter Heard

Comment

Status Check: Court of Appeals Remand

Parties Present ▲

Defendant

Attorney: Scaturro, Tenesa S.

12/28/2018 Notice of Association of Counsel ▼

Notice - NOTC (CIV)

Comment

[16]

01/10/2019 Answer to Complaint ▼

Answer - ANS (CIV)

Comment

[17] Defendant Pennymac Holdings, LLC's Answer to Complaint

01/23/2019 Status Check ▼

Minutes - Status Check

Judicial Officer

Johnson, Eric

Hearing Time

8:30 AM

Result

Matter Continued

Parties Present ▲

Defendant

Attorney: Winslow, Natalie L

Plaintiff: Castl , Tracy Lee

03/20/2019 Status Check ▼

Minutes - Status Check

Judicial Officer

Johnson, Eric

Hearing Time

8:30 AM

Result

Off Calendar

Comment

Status Check: Counsel

Parties Present ▲

Defendant

Attorney: Wood, Brittany

Attorney: Scaturro, Tenesa S.

04/08/2019 Notice of Early Case Conference ▼

Notice of Early Case Conference - NECC (CIV)

Comment

[18]

05/29/2019 Joint Case Conference Report ▼

Joint Case Conference Report - JCCR (CIV)

Comment

[19]

08/13/2019 Order ▼

Order - ORDR (CIV)

Comment

[20] Order to Appear for Mandatory Scheduling Conference (Parties Have Reached Joint Case Conference Report)

08/14/2019 Notice of Compliance ▼

Notice of Compliance - NOC (CIV)

Comment

[21]

08/28/2019 Mandatory Rule 16 Conference ▼

Minutes - Mandatory Rule 16 Conference

Judicial Officer

Johnson, Eric

Hearing Time

10:30 AM

Result

Trial Date Set

Parties Present ▲

Defendant

Attorney: Wood, Brittany

Attorney: Scaturro, Tenesa S.

09/13/2019 Scheduling Order ▼

Scheduling and Trial Order - SCHTO (CIV)

Comment

[22]

10/02/2019 Scheduling and Trial Order ▼

Scheduling and Trial Order - SCHTO (CIV)

Comment

[23] Order Setting Civil Trial

01/14/2020 Motion for Partial Summary Judgment ▼

Motion for Partial Summary Judgment - MPSJ (CIV)

Comment

[24] Defendant's Motion for Partial Summary Judgment; Hearing Requested

01/14/2020 Clerk's Notice of Hearing ▼

Clerk's Notice of Hearing - CNOC (CIV)

Comment

[25] Notice of Hearing

01/14/2020 Appendix ▼

Appendix - APEN (CIV)

Comment

[26] Appendix of Exhibits in Support of Defendant's Motion for Partial Summary Judgment

01/23/2020 Opposition to Motion ▼

Opposition - OPPS (CIV)

Comment

[27] Plaintiff's Opposition to Defendant's Motion for Partial Summary Judgment

02/03/2020 Notice of Change of Hearing ▼

Notice of Change of Hearing - NOCH (CIV)

Comment

[28]

02/12/2020 Supplement to Opposition ▼

Supplement - SUPPL (CIV)

Comment

[29] Supplement to Plaintiff's Opposition to Defendant's Motion for Partial Summary Judgment

02/12/2020 Reply in Support ▼

Reply in Support - RIS (CIV)

Comment

[30] Defendant's Reply in Support of its Motion for Partial Summary Judgment

02/19/2020 Motion for Partial Summary Judgment ▼

Minutes - Motion for Partial Summary Judgment

Judicial Officer

Johnson, Eric

Hearing Time

10:30 AM

Result

Denied

Comment

Defendant's Motion for Partial Summary Judgment

Parties Present ▲

Defendant

Attorney: Maurice, Aaron R.

Attorney: Scaturro, Tenesa S.

Plaintiff: Castl , Tracy Lee

03/03/2020 Motion for Summary Judgment ▼

Motion for Summary Judgment - MSJD (CIV)

Comment

[31] Motion for Summary Judgment as to Trespass Claim; Hearing Requested

03/04/2020 Clerk's Notice of Hearing ▼

Clerk's Notice of Hearing - CNOC (CIV)

Comment

[32] Notice of Hearing

03/04/2020 Motion in Limine ▼

Motion in Limine - MLIM (CIV)

Comment

[33] Motion in Limine to Exclude Evidence of Damages; Hearing Requested

03/04/2020 Clerk's Notice of Hearing ▼

Clerk's Notice of Hearing - CNOC (CIV)

Comment

[34] Notice of Hearing

03/16/2020 Opposition to Motion ▼

Opposition - OPPS (CIV)

Comment

[35] Plaintiff's Opposition to Defendant's Motion for Summary Judgment as to Trespass Claim

03/17/2020 Stipulation and Order ▼

Stipulation and Order - SAO (CIV)

Comment

[36] Stipulation and Order to Exclude Testimony and Exhibits

03/18/2020 Notice of Change of Address ▼

Change of Address - COA (CIV)

Comment

[37] Notice of Change of Firm and Address

03/19/2020 Notice of Entry of Order ▼

Notice of Entry of Order - NEOJ (CIV)

Comment

[38]

03/23/2020 Ex Parte Motion ▼

Motion - MOT (CIV)

Comment

[39] Ex-Parte Motion to Continue Trial

03/25/2020 Notice of Change of Hearing ▼

Notice of Change of Hearing - NOCH (CIV)

Comment

[40]

03/31/2020 Calendar Call ▼

Minutes - Calendar Call

Judicial Officer

Johnson, Eric

Hearing Time

8:30 AM

Result

Trial Date Set

Parties Present ▲

Defendant

Attorney: Maurice, Aaron R.

Attorney: Garner, Rex D.

04/01/2020 Supplement ▼

Reply in Support - RIS (CIV)

Comment

[41] Supplement and Reply Supporting Motion in Limine to Exclude Evidence of Damages

04/01/2020 Reply in Support ▼

Reply in Support - RIS (CIV)

Comment

[42] Reply Supporting Motion for Summary Judgment as to Trespass Claim

04/02/2020 Notice of Change of Hearing ▼

Notice of Change of Hearing - NOCH (CIV)

Comment

[43]

04/07/2020 Motion for Summary Judgment ▼

Judicial Officer

Johnson, Eric

Hearing Time

8:30 AM

Result

Matter Continued

Comment

Defendant's Motion for Summary Judgment as to Trespass Claim

04/07/2020 Motion in Limine ▼

Judicial Officer

Johnson, Eric

Hearing Time

8:30 AM

Result

Matter Continued

Comment

Defendant's Motion in Limine to Exclude Evidence of Damages

04/07/2020 All Pending Motions ▼

Minutes - All Pending Motions

Judicial Officer

Johnson, Eric

Hearing Time

8:30 AM

Result

Matter Continued

Parties Present ▲

Defendant

Attorney: Maurice, Aaron R.

Attorney: Garner, Rex D.

04/14/2020 All Pending Motions ▼

Minutes - All Pending Motions

Judicial Officer

Johnson, Eric

Hearing Time

8:30 AM

Result

Matter Heard

Parties Present ▲

Defendant

Attorney: Maurice, Aaron R.

Attorney: Garner, Rex D.

04/20/2020 Bench Trial ▼

Judicial Officer

Johnson, Eric

Hearing Time

9:00 AM

Cancel Reason

Vacated

04/21/2020 All Pending Motions ▼

Minutes - All Pending Motions

Judicial Officer

Johnson, Eric

Hearing Time

8:30 AM

Result

Matter Heard

Parties Present ▲

Defendant

Attorney: Maurice, Aaron R.

Attorney: Garner, Rex D.

04/22/2020 Substitution of Attorney ▼

Substitution of Attorney - SUBT (CIV)

Comment

[44]

04/27/2020 Motion to Continue Trial ▼

Motion to Continue Trial - MTCT (CIV)

Comment

[45] Motion to Continue Trial Date; Hearing Requested

04/28/2020 Notice of Change of Hearing ▼

Notice of Change of Hearing - NOCH (CIV)

Comment

[46]

04/28/2020 Clerk's Notice of Hearing ▼

Clerk's Notice of Hearing - CNOC (CIV)

Comment

[47] Notice of Hearing

04/28/2020 Clerk's Notice of Hearing ▼

Clerk's Notice of Hearing - CNOC (CIV)

Comment

[48] Notice of Hearing

04/30/2020 Motion to Continue ▼

Motion for Order - MODR (CIV)

Comment

[49] Motion to Continue the Pretrial Memorandum Deadline

05/01/2020 Opposition to Motion ▼

Opposition to Motion - OPPM (CIV)

Comment

[50] Defendant's Opposition to Plaintiff's Motion to Continue Trial Date

05/04/2020 Clerk's Notice of Nonconforming Document ▼

Clerk's Notice of Nonconforming Document - CNND (CIV)

Comment

[51]

05/05/2020 Status Check ▼

Judicial Officer
Johnson, EricHearing Time
8:30 AMResult
ResetComment
Status Check: Trial

05/05/2020 Motion to Continue Trial ▼

Judicial Officer
Johnson, EricHearing Time
8:30 AMResult
GrantedComment
Plaintiff Motion to Continue Trial Date

05/05/2020 All Pending Motions ▼

Minutes - All Pending Motions

Judicial Officer
Johnson, EricHearing Time
8:30 AM

Result

Matter Heard

Parties Present ▲

Defendant

Attorney: Maurice, Aaron R.

Attorney: Garner, Rex D.

05/05/2020 Clerk's Notice of Nonconforming Document and Curative
Action ▼Clerk's Notice of Nonconforming Document and Curative Action -
CNNDCA (CIV)

Comment

[52] Clerk's Notice of Curative Action

05/05/2020 Clerk's Notice of Hearing ▼

Clerk's Notice of Hearing - CNOC (CIV)

Comment

[53] Notice of Hearing

05/06/2020 Order Granting Motion ▼

Order - ORDR (CIV)

Comment

[54] Order Granting Motion in Limine to Exclude Evidence of
Damages for Trespass and Denying Motion for Summary Judgment
as to Trespass Claim

05/07/2020 Notice of Entry of Order ▼

Notice of Entry of Order - NEOJ (CIV)

Comment

[55] Notice of Entry of Order Granting Motion in Limine to Exclude
Evidence of Damages for Trespass and Denying Motion for
Summary Judgment as to Trespass Claim

05/18/2020 Bench Trial - FIRM ▼

Judicial Officer

Johnson, Eric

Hearing Time

9:00 AM

Cancel Reason

Vacated

06/02/2020 Motion to Continue Trial ▼

Judicial Officer

Johnson, Eric

Hearing Time

8:30 AM

Cancel Reason

Vacated

Comment

Motion to Continue Trial Date

06/02/2020 Motion ▼

Judicial Officer

Johnson, Eric

Hearing Time

8:30 AM

Cancel Reason

Vacated

Comment

Plaintiff's Motion to Continue the Pretrial Memorandum Deadline

08/19/2020 Calendar Call ▼

Judicial Officer

Johnson, Eric

Hearing Time

8:30 AM

Result

Matter Heard

Parties Present ▲

Defendant

Attorney: Maurice, Aaron R.

Attorney: Garner, Rex D.

Plaintiff: Castl , Tracy Lee

08/19/2020 Status Check ▼

Judicial Officer

Johnson, Eric

Hearing Time

8:30 AM

Result

Matter Heard

Comment

Status Check: Pre-Trial Memo

Parties Present ▲

Defendant

Attorney: Maurice, Aaron R.

Attorney: Garner, Rex D.

Plaintiff: Castl , Tracy Lee

08/19/2020 All Pending Motions ▼

Minutes - All Pending Motions

Judicial Officer

Johnson, Eric

Hearing Time

8:30 AM

Result

Matter Heard

Parties Present ▲

Defendant

Attorney: Maurice, Aaron R.

Attorney: Garner, Rex D.

Plaintiff: Castl , Tracy Lee

08/31/2020 Pre-trial Memorandum ▼

Pre-trial Memorandum - PMEM (CIV)

Comment

[56] Defendant's Pretrial Memorandum

09/01/2020 Motion to Continue Trial ▼

Motion to Continue Trial - MTCT (CIV)

Comment

[57] Motion to Continue Trial Date; Hearing Requested

09/01/2020 Pre-trial Memorandum ▼

Pre-trial Memorandum - PMEM (CIV)

Comment

[58] Pretrial Memorandum

09/02/2020 Status Check ▼

Minutes - Status Check

Judicial Officer

Johnson, Eric

Hearing Time

9:00 AM

Result

Matter Heard

Comment

Status Check: Bench Trial

Parties Present ▲

Defendant

Attorney: Maurice, Aaron R.

Attorney: Garner, Rex D.

09/02/2020 Clerk's Notice of Hearing ▼

Clerk's Notice of Hearing - CNOC (CIV)

Comment

[59] Notice of Hearing

09/02/2020 Opposition to Motion ▼

Opposition to Motion - OPPM (CIV)

Comment

[60] Defendant's Opposition to Plaintiff's Motion to Continue Trial
Date

09/03/2020 Motion to Continue Trial ▼

Minutes - Motion to Continue Trial

Judicial Officer

Johnson, Eric

Hearing Time

3:15 PM

Result

Denied

Parties Present ▲

Defendant

Attorney: Maurice, Aaron R.

Attorney: Garner, Rex D.

09/03/2020 Request for Judicial Notice ▼

Request for Judicial Notice - RFJN (CIV)

Comment

[61] Defendant's Request for Judicial Notice

09/04/2020 Trial Brief ▼

Trial Brief - TB (CIV)

Comment

[62] Defendant's Trial Brief

09/08/2020 Bench Trial ▼

Minutes - Bench Trial

Judicial Officer

Johnson, Eric

Hearing Time

9:00 AM

Result

Trial Continues

Parties Present ▲

Defendant

Attorney: Maurice, Aaron R.

Attorney: Garner, Rex D.

Plaintiff: Castl , Tracy Lee

09/09/2020 Bench Trial ▼

Minutes - Bench Trial

Judicial Officer

Johnson, Eric

Hearing Time

10:00 AM

Result

Trial Continues

Parties Present ▲

Defendant

Attorney: Maurice, Aaron R.

Attorney: Garner, Rex D.

Plaintiff: Castl , Tracy Lee

09/10/2020 Bench Trial ▼

Minutes - Bench Trial

Judicial Officer

Johnson, Eric

Hearing Time

10:00 AM

Result

Decision Made

Parties Present ▲

Defendant

Attorney: Maurice, Aaron R.

Attorney: Garner, Rex D.

Plaintiff: Castl , Tracy Lee

12/04/2020 Findings of Fact, Conclusions of Law and Judgment ▼

Findings of Fact, Conclusions of Law and Judgment

Comment

[63]

12/04/2020 Notice of Entry of Judgment ▼

Notice of Entry of Judgment - NJUD (CIV)

Comment

[64]

12/30/2020 Substitution of Attorney ▼

Substitution of Attorney - SUBT (CIV)

Comment

[65]

12/31/2020 Notice of Appeal ▼

Notice of Appeal - NOAS (CIV)

Comment

[66] Plaintiff's Notice of Appeal - NRAP 4

01/04/2021 Case Appeal Statement ▼

Case Appeal Statement - ASTA (CIV)

Comment

[67]

01/07/2021 Notice of Motion ▼

Notice of Motion

Comment

[68] Plaintiff's Notice of Motion for Relief from "Finding of Fact, Conclusion of Law and Judgment "- NRCP 60

02/04/2021 Response ▼

Response - RSPN (CIV)

Comment

[69] Pennymac's Response to Plaintiff's Notice of Motion for Relief
from "Findings of Fact, Conclusions of Law and Judgment" - NRC 60

Financial

Pennymac Holdings LLC

Total Financial Assessment	\$623.00
Total Payments and Credits	\$623.00

8/29/2016	Transaction Assessment		\$223.00
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8/29/2016	Efile Payment	Receipt # 2016-83044-CCCLK	Pennymac Holdings LLC	(\$223.00)
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1/14/2020	Transaction Assessment		\$200.00
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1/14/2020	Efile Payment	Receipt # 2020-02618-CCCLK	Pennymac Holdings LLC	(\$200.00)
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3/3/2020	Transaction Assessment		\$200.00
----------	------------------------	--	----------

3/3/2020	Efile Payment	Receipt # 2020-13116-CCCLK	Pennymac Holdings LLC	(\$200.00)
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Castl , Tracy Lee

Total Financial Assessment	\$318.00
Total Payments and Credits	\$318.00

8/24/2016	Transaction Assessment		\$270.00
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8/24/2016	Efile Payment	Receipt # 2016-82019-CCCLK	Castl , Tracy Lee	(\$270.00)
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12/16/2016	Transaction Assessment		\$24.00
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12/16/2016	Efile Payment	Receipt # 2016-121949-CCCLK	Castl , Tracy Lee	(\$24.00)
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12/31/2020 Transaction \$24.00
Assessment

12/31/2020 Payment Receipt # Castl; (\$24.00)
(Mail) 2020-73407- Tracy;
CCCLK Lee

Documents

Notice of Appearance
Initial Appearance Fee Disclosure
Pennymac Holdings, LLC's Motion To Dismiss
Notice of Change of Address
Plaintiff's Opposition to Defendant's Motion to Dismiss
Pennymac Holdings, LLC's Reply in Support of Motion To Dismiss
Order Granting Pennymac Holdings, LLC's Motion To Dismiss With Prejudice
Notice of Entry of Order Granting Pennymac Holdings, LLC's Motion to Dismiss With Prejudice
Motion to Dismiss
Notice of Appeal
Substitution of Counsel
Notice of Transcript Request
Transcript of Proceedings Re: Pennymac Holdings, LLC's Motion to Dismiss Monday, November 7, 2016
NV Supreme Court Clerks Certificate/Judgment - Affd/Rev Part
Notice of Hearing - NOH (CIV)
Minutes - Status Check
Notice - NOTC (CIV)
Answer - ANS (CIV)
Minutes - Status Check
Minutes - Status Check
Notice of Early Case Conference - NECC (CIV)
Joint Case Conference Report - JCCR (CIV)
Order - ORDR (CIV)
Notice of Compliance - NOC (CIV)
Minutes - Mandatory Rule 16 Conference
Scheduling and Trial Order - SCHTO (CIV)

Scheduling and Trial Order - SCHO (CIV)

Motion for Partial Summary Judgment - MPSJ (CIV)

Clerk's Notice of Hearing - CNOC (CIV)

Appendix - APEN (CIV)

Opposition - OPPS (CIV)

Notice of Change of Hearing - NOCH (CIV)

Supplement - SUPPL (CIV)

Reply in Support - RIS (CIV)

Minutes - Motion for Partial Summary Judgment

Motion for Summary Judgment - MSJD (CIV)

Clerk's Notice of Hearing - CNOC (CIV)

Motion in Limine - MLIM (CIV)

Clerk's Notice of Hearing - CNOC (CIV)

Opposition - OPPS (CIV)

Stipulation and Order - SAO (CIV)

Change of Address - COA (CIV)

Notice of Entry of Order - NEOJ (CIV)

Motion - MOT (CIV)

Notice of Change of Hearing - NOCH (CIV)

Reply in Support - RIS (CIV)

Reply in Support - RIS (CIV)

Notice of Change of Hearing - NOCH (CIV)

Minutes - Calendar Call

Minutes - All Pending Motions

Minutes - All Pending Motions

Minutes - All Pending Motions

Substitution of Attorney - SUBT (CIV)

Motion to Continue Trial - MTCT (CIV)

Notice of Change of Hearing - NOCH (CIV)

Clerk's Notice of Hearing - CNOC (CIV)

Clerk's Notice of Hearing - CNOC (CIV)

Motion for Order - MODR (CIV)

Opposition to Motion - OPPM (CIV)

Clerk's Notice of Nonconforming Document - CNND (CIV)

Clerk's Notice of Nonconforming Document and Curative Action -
CNNDCA (CIV)

Clerk's Notice of Hearing - CNOC (CIV)

Minutes - All Pending Motions

Order - ORDR (CIV)

Notice of Entry of Order - NEOJ (CIV)

Minutes - All Pending Motions

Pre-trial Memorandum - PMEM (CIV)

Motion to Continue Trial - MTCT (CIV)

Pre-trial Memorandum - PMEM (CIV)

Clerk's Notice of Hearing - CNOC (CIV)

Opposition to Motion - OPPM (CIV)

Request for Judicial Notice - RFJN (CIV)

Trial Brief - TB (CIV)

Minutes - Status Check

Minutes - Motion to Continue Trial

Minutes - Bench Trial

Minutes - Bench Trial

Minutes - Bench Trial

Findings of Fact, Conclusions of Law and Judgment

Notice of Entry of Judgment - NJUD (CIV)

Substitution of Attorney - SUBT (CIV)

Notice of Appeal - NOAS (CIV)

Case Appeal Statement - ASTA (CIV)

Notice of Motion

Complaint

Response - RSPN (CIV)

EXHIBIT 6

From: TRACY HURST
To: Lisa Rasmussen
Subject: Re: Documents you requested
Date: Monday, October 26, 2020 5:39:20 PM

Thank you Lisa. Talk tomorrow.

Sent from my iPhone

On Oct 26, 2020, at 4:52 PM, Lisa Rasmussen <Lisa@veldlaw.com> wrote:

Hi Tracy,

I have fixed the billing entries that were listed at \$650. Those were in error, my current hourly rate is \$600. See the revised invoice attached hereto.

Also, the retainer agreement is attached hereto. It indicates that we bill hourly, which is how we do hourly cases. Our hourly rates changes at the beginning of each year so we state that it is our "current standard rates" as indicated.

And finally, I think you asked if you are going to be billed to talk to both of us tomorrow. No, we have never billed you for that when you have met with both of us and we would not do that tomorrow.

Looking forward to talking to you.

Lisa

Lisa Rasmussen, Esq.
Law Offices of Kristina Wildeveld & Associates
550 E. Charleston Blvd.
Las Vegas, NV 89101
T. (702) 222-0007 | F. (702) 222-0001
www.veldlaw.com

Sent from Mail for Windows 10

<Revised Sept 29 Invoice.pdf>
<Hurst Fee Agreement.pdf>

Attachment A

**THE LAW OFFICES OF KRISTINA
WILDEVELD & ASSOCIATES**

550 E. Charleston Boulevard, Suite A
Las Vegas, NV 89104
(702) 222-0007

September 29, 2020

Hurst-Castl, Tracy

Invoice Number: 206

Invoice Period: 04-09-2020 - 09-29-2020

Payment Terms: Upon Receipt

RE: Castl vs PennyMaC

Time Details

Date	Professional	Description	Hours	Rate	Amount
04-09-2020	Lisa Rasmussen	Conference with client regarding representing her in this case.	0.50	600.00	300.00
04-10-2020	Lisa Rasmussen	Review docs on house case, telephone call with client.	2.00	600.00	1,200.00
04-11-2020	Lisa Rasmussen	Emails with Tracy	0.20	600.00	120.00
04-13-2020	Lisa Rasmussen	Telephone call with Tracy	0.20	600.00	120.00
04-13-2020	Lisa Rasmussen	Prepare substitution of attorney for client's signature; attempt to reach Michaelides to have him sign prior to hearing; telephone calls with Tracy.	0.80	600.00	480.00
04-14-2020	Lisa Rasmussen	Telephone calls with Tracy and Michaelides office prior to hearing.	0.40	600.00	240.00
04-14-2020	Lisa Rasmussen	Set up and attend hearing by video, call client regarding the same.	1.20	600.00	720.00
04-15-2020	Lisa Rasmussen	Emails with Michaelides office regarding Sub of Atty. (x8)	0.30	600.00	180.00
04-15-2020	Lisa	Emails with Tracy re: handwriting expert	0.20	600.00	120.00

We appreciate your business and your confidence in our firm.

Page 1 of 9

Date	Professional	Description	Hours	Rate	Amount
	Rasmussen				
04-16-2020	Lisa Rasmussen	Review documents from client and prior pleadings pulled down from the court's website.	2.50	600.00	1,500.00
04-20-2020	Lisa Rasmussen	Emails with Clerk re: Bluejeans link for hearing (x3)	0.20	600.00	120.00
04-21-2020	Lisa Rasmussen	Email to Tracy after hearing	0.10	600.00	60.00
04-21-2020	Lisa Rasmussen	Prepare for and attend hearing on all prior motions.	1.20	600.00	720.00
04-22-2020	Lisa Rasmussen	Review and Revise proposed Order drafted by Pennymac; emails regarding the same (x8)	0.50	600.00	300.00
04-27-2020	Lisa Rasmussen	Prepare Motion to Continue Trial date with all exhibits; telephone call with client regarding the same.	2.80	600.00	1,680.00
04-28-2020	Lisa Rasmussen	Review clerk's notice on change of hearing date.	0.10	600.00	60.00
04-29-2020	Lisa Rasmussen	Emails with opposing counsel (x10) regarding Motion to continue and Pretrial Memorandum	0.50	600.00	300.00
04-30-2020	Lisa Rasmussen	Emails to Michaelides office seeking disclosures served, but not in file. Email to opposing counsel re: missing documents	0.30	600.00	180.00
04-30-2020	Lisa Rasmussen	Review docs sent by Pennymac (discovery docs) Download and transfer to our file (12 emails)	1.50	600.00	900.00
04-30-2020	Lisa Rasmussen	Prepare motion to continue pretrial memorandum deadline.	1.00	600.00	600.00
04-30-2020	Lisa Rasmussen	Review box from Michaelides to look for documents to prepare pretrial disclosures; email w/ opposing counsel asking them for documents; emails with Tracy.	3.20	600.00	1,920.00
05-01-2020	Lisa Rasmussen	Email to client regarding issues w/ Baggett; status.	0.30	600.00	180.00
05-01-2020	Lisa Rasmussen	Telephone call with opposing counsel re: Pretrial Memorandum; search files for missing documents.	1.80	600.00	1,080.00
05-01-2020	Lisa Rasmussen	Review opposition to motion to continue trial date.	0.40	600.00	240.00

We appreciate your business and your confidence in our firm.

Page 2 of 9

Date	Professional	Description	Hours	Rate	Amount
05-01-2020	Lisa Rasmussen	Emails from clerk re: hearing and Bluejeans link (x3)	0.10	600.00	60.00
05-01-2020	Lisa Rasmussen	Emails (12) with opposing counsel and Tracy re: Pretrial disclosures	0.60	600.00	360.00
05-01-2020	Lisa Rasmussen	Conference call with opposing counsel	0.50	600.00	300.00
05-02-2020	Lisa Rasmussen	Email from Tracy	0.10	600.00	60.00
05-03-2020	Lisa Rasmussen	Review filings early in case & litigation to prepare Pretrial Memorandum ; Draft Pretrial Memorandum.	3.70	600.00	2,220.00
05-04-2020	Lisa Rasmussen	Attend hearing by video.	0.70	600.00	420.00
05-04-2020	Lisa Rasmussen	Emails with opposing counsel and their draft Motion threatening sanctions.	0.30	600.00	180.00
05-04-2020	Lisa Rasmussen	10 additional emails to and from opposing counsel and Tracy regarding Baggett issue.	0.50	600.00	300.00
05-04-2020	Lisa Rasmussen	Review notice from clerk.	0.10	600.00	60.00
05-05-2020	Lisa Rasmussen	Emails with Tracy on new Trial date	0.20	600.00	120.00
05-06-2020	Lisa Rasmussen	Review clerk's notice and court order.	0.20	600.00	120.00
05-06-2020	Lisa Rasmussen	T/C with Tracy.	0.40	600.00	240.00
05-06-2020	Lisa Rasmussen	Review documents sent by PennyMac (Disclosures by Michaelides)	0.50	600.00	300.00
06-09-2020	Lisa Rasmussen	Email from Tracy	0.10	600.00	60.00
07-31-2020	Lisa Rasmussen	Email to Tracy	0.10	600.00	60.00
08-11-2020	Lisa Rasmussen	Emails to and from opposing counsel	0.20	600.00	120.00
08-13-2020	Lisa Rasmussen	Email to opposing counsel	0.10	600.00	60.00

We appreciate your business and your confidence in our firm.

Page 3 of 9

Date	Professional	Description	Hours	Rate	Amount
08-17-2020	Lisa Rasmussen	Pretrial disclosure revisions; emails to Brittany	0.30	600.00	180.00
08-18-2020	Lisa Rasmussen	Emails re: Pretrial memo	0.20	600.00	120.00
08-18-2020	Lisa Rasmussen	Prepared Pretrial Memo, Pretrial Disclosures, Exhibit A, Plaintiff's Documents, Exhibit B, Defense Exhibits & List of Claims.	3.20	600.00	1,920.00
08-18-2020	Melissa Barry	Research CIV. PVO.	0.30	400.00	120.00
08-18-2020	Melissa Barry	Prepare list of claims and affirmative defenses.	1.20	400.00	480.00
08-19-2020	Lisa Rasmussen	Attend Calendar Call, status hearing.	1.00	600.00	600.00
08-20-2020	Lisa Rasmussen	Review medical Docs form client.	0.30	600.00	180.00
08-20-2020	Lisa Rasmussen	Email to opposing counsel.	0.20	600.00	120.00
08-21-2020	Lisa Rasmussen	Emails from court clerk	0.10	600.00	60.00
08-21-2020	Lisa Rasmussen	Review revisions to pretrial memo by Pennymac - accept some, reject others, send email describing issues.	0.80	600.00	480.00
08-25-2020	Lisa Rasmussen	Emails to set up test run for using Trial exhibits via video (x5)	0.20	600.00	120.00
08-26-2020	Lisa Rasmussen	Emails (x6) regarding Pretrial memo revisions.	0.30	600.00	180.00
08-26-2020	Lisa Rasmussen	Emails with counsel re: Pretrial Memorandum.	0.40	600.00	240.00
08-27-2020	Lisa Rasmussen	Prepare Pre trial Memorandum.	4.80	600.00	2,880.00
08-27-2020	Lisa Rasmussen	Emails w/ counsel re: exhibits.	1.00	600.00	600.00
08-27-2020	Lisa Rasmussen	14 emails arguing about Pretrial memo revisions.	0.60	600.00	360.00
08-31-2020	Lisa Rasmussen	Review emails from Tracy (forwarded)	0.10	600.00	60.00
08-31-2020	Lisa	Review defendants' pretrial memorandum.	0.20	600.00	120.00
We appreciate your business and your confidence in our firm.			Page 4 of 9		

Date	Professional	Description	Hours	Rate	Amount
	Rasmussen				
09-01-2020	Lisa Rasmussen	Emails to clerk re: Trial exhibits	0.10	600.00	60.00
09-01-2020	Lisa Rasmussen	Draft Motion to continue trial & prepare all exhibits, including declaration; review docs from client.	5.00	600.00	3,000.00
09-01-2020	Lisa Rasmussen	Complete Pretrial Memorandum & file; look for deposition transcripts, order transcripts.	1.40	600.00	840.00
09-02-2020	Lisa Rasmussen	Attend Status Check Hearing via video.	1.70	600.00	1,020.00
09-02-2020	Lisa Rasmussen	Attend trial preparation conference on Blue Jeans to learn screen share system.	1.10	600.00	660.00
09-02-2020	Lisa Rasmussen	Fix bate stamp issue with Michaelides docs	0.30	600.00	180.00
09-02-2020	Lisa Rasmussen	Email exhibits (ours) and exhibit sheet to court clerk for Trial	0.30	600.00	180.00
09-02-2020	Lisa Rasmussen	Review clerk's notice.	0.10	600.00	60.00
09-02-2020	Lisa Rasmussen	Review opposition to Motion to Continue Trial.	0.20	600.00	120.00
09-02-2020	Lisa Rasmussen	Go through defendant's exhibits with client.	1.00	600.00	600.00
09-03-2020	Lisa Rasmussen	Review documents delivered by client.	0.50	600.00	300.00
09-03-2020	Lisa Rasmussen	Attend hearing on motion to continue trial date.	0.70	600.00	420.00
09-03-2020	Lisa Rasmussen	Emails (x8) with opposing counsel re: Trial exhibits	0.30	600.00	180.00
09-03-2020	Lisa Rasmussen	Prepare exhibit binders for trial, including court's copy; prepare documents needed for possible impeachment.	3.00	600.00	1,800.00
09-03-2020	Lisa Rasmussen	State Court Non Capital In Court Attend hearing on motion to continue; read opposition; T/C with Tracy	1.00	100.00	100.00
09-04-2020	Lisa Rasmussen	Review defendant's trial brief.	0.30	600.00	180.00

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Page 5 of 9

Date	Professional	Description	Hours	Rate	Amount
09-05-2020	Lisa Rasmussen	Review Pennymac Documents and make notes based on client's comments/review to prepare for trial.	1.50	600.00	900.00
09-05-2020	Lisa Rasmussen	Review emails from Tracy	0.30	600.00	180.00
09-07-2020	Lisa Rasmussen	Review Tracy's exhibit notes	0.20	600.00	120.00
09-07-2020	Lisa Rasmussen	Prepare direct examination of client (flow of questions); and prepare for legal elements required on our claims; review Patel declaration; decide which exhibits to use for her signature/ forgery issue.	3.60	600.00	2,160.00
09-08-2020	Lisa Rasmussen	Trial, day one, in court time.	5.00	600.00	3,000.00
09-08-2020	Lisa Rasmussen	Review request for judicial notice filed by Pennymac on 9/3 and reconcile all documents to the exhibits they already listed; create index, make list of objections, email opposing counsel regarding objections; discuss with Tracy during break.	2.80	600.00	1,680.00
09-08-2020	Lisa Rasmussen	Phone call with Tracy after trial; Review additional documents to prepare for day two; discuss Patel declaration with Tracy, further discussion of the elements and limitations of our case.	1.40	600.00	840.00
09-08-2020	Lisa Rasmussen	Emails with opposing counsel re: request for judicial notice (x8)	0.20	600.00	120.00
09-09-2020	Lisa Rasmussen	Telephone conference with Patel.	0.80	600.00	480.00
09-09-2020	Lisa Rasmussen	Trial, day two, actual court time.	6.50	600.00	3,900.00
09-09-2020	Lisa Rasmussen	Research on federal cases from Patel's exhibits; prepare closing argument outline.	1.80	600.00	1,080.00
09-10-2020	Lisa Rasmussen	Prepare additional documents needed for today's testimony (new Exhibits).	0.50	600.00	300.00
09-10-2020	Lisa Rasmussen	Telephone call with Tracy.	0.20	600.00	120.00
09-10-2020	Lisa Rasmussen	Trial Day Three, in court time.	5.20	600.00	3,120.00

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Date	Professional	Description	Hours	Rate	Amount
09-10-2020	Lisa Rasmussen	Prepare closing argument during lunch break.	1.10	600.00	660.00
09-10-2020	Lisa Rasmussen	Telephone conference with client after trial.	0.90	600.00	540.00
09-11-2020	Lisa Rasmussen	Emails with opposing counsel regarding proposed order.	0.30	600.00	180.00
09-11-2020	Lisa Rasmussen	Emails to and from Johnnie	0.10	600.00	60.00
09-11-2020	Lisa Rasmussen	State Court Non Capital Out of Court Follow up with Johnnie	0.10	100.00	10.00
09-25-2020	Lisa Rasmussen	Email from Brittany/to Tracy re: findings of fact and conclusion of law	0.10	600.00	60.00
Total					56,390.00

Time Summary

Professional	Hours	Amount
Lisa Rasmussen	93.90	55,790.00
Melissa Barry	1.50	600.00
Total		56,390.00

Expenses

Expense	Description	Amount
E112 - Court fees	E112 - Court fees - Filing fees April 2020	10.50
None	Lexis - Nexis Legal Research Fees for May 2020.	84.28
E101 - Copying	E101 - Copying - May 2020	27.00
E115 - Deposition transcripts	E115 - Deposition transcripts - From Litigation Services	1,547.05
E112 - Court fees	E112 - Court fees Transcription fees during trial, split with defendant.	220.00
E101 - Copying	E101 - Copying Copying for Trial binders	218.75
E112 - Court fees	E112 - Court fees Filing fees - September 2020	7.00
None	Lexis - Nexis Legal Research Fees for September 2020 through Sept 24, 2020..	71.30
Total Expenses		2,185.88

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Page 7 of 9

Total for this Invoice 58,575.88

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050

Client Statement of Account

As of 10-26-2020

Matter	Balance Due
Castl vs PennyMaC	51,575.88
Total Amount to Pay	51,575.88

Castl vs PennyMaC**Transactions**

Date	Transaction	Applied	Invoice	Amount
04-14-2020	Payment Received			(2,500.00)
04-20-2020	Payment Received			(2,500.00)
09-10-2020	Payment Received			(2,000.00)
09-29-2020	Invoice 206			58,575.88
			Balance	51,575.88

Open Invoices and Credits

Date	Transaction	Amount	Applied	Balance
04-14-2020	Payment	(2,500.00)		(2,500.00)
04-20-2020	Payment	(2,500.00)		(2,500.00)
09-10-2020	Payment	(2,000.00)		(2,000.00)
09-29-2020	Invoice 206	58,575.88		58,575.88
			Balance	51,575.88

We appreciate your business and your confidence in our firm.

Page 9 of 9

Receipt

Invoice Number	206
Matter	Castl vs PennyMaC
Professional	Lisa Rasmussen
Expense Code	
Date	2020-05-31
Description	Lexis - Nexis Legal Research Fees for May 2020.
Amount	84.28

9/25/2020

Reports

Account Number1001PGEHF
LAW OFFICE OF LISA
RASMUSSEN PC**Date Range**

04/07/2020 - 09/24/2020

Report Date

09/25/2020

CurrencyUNITED STATES
DOLLAR

Billing data reports include estimated taxes. The official invoice includes taxes based on actual usage for usage-based services or/and default location for non-usage-based services at invoice period end.

SUMMARY BY CLIENT

CLIENT	CONTRACT USE			TRANSACTIONAL USE					
	GROSS AMOUNT	ADJUSTMENT	NET AMOUNT	TRANSACTIONAL GROSS AMOUNT	TRANSACTIONAL ADJUSTMENT	TRANSACTIONAL NET AMOUNT	TOTAL BEFORE TAX	TAX*	TOTAL CHARGES
HURST, TRACY	\$300.00	(\$215.72)	\$84.28	\$0.00	\$0.00	\$0.00	\$84.28	\$0.00	\$84.28
Total:	\$300.00	(\$215.72)	\$84.28	\$0.00	\$0.00	\$0.00	\$84.28	\$0.00	\$84.28

EXCHANGE RATE TO United States dollar

Date	Rate	From Currency	Base Currency
SEP-25-2020	1	UNITED STATES DOLLAR	UNITED STATES DOLLAR

Receipt

Invoice Number	206
Matter	Castl vs PennyMaC
Professional	Lisa Rasmussen
Expense Code	E115 - Deposition transcripts
Date	2020-08-31
Description	E115 - Deposition transcripts - From Litigation Services
Amount	1547.05

[Print](#) | [Close Window](#)

Subject: Thank you for your order.

From: CyberSource Business Center <donotreply@support.cybersource.com>

Date: Wed, Sep 02, 2020 12:01 pm

To: michelle@veldlaw.com

Litigation Services
3960 Howard Hughes Pkwy
Las Vegas, NV 89169

Receipt

Date : 09/02/2020
Order or Merchant Reference Number : 1400395 1400397
Transaction Type : Sale

Total : 1547.05 USD

Payment Information
Name : LISA RASMUSSEN
Credit Card Type : MasterCard
Credit Card Number : #####5720

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Receipt

Invoice Number	206
Matter	Castl vs PennyMaC
Professional	Lisa Rasmussen
Expense Code	E112 - Court fees
Date	2020-09-22
Description	E112 - Court fees
	Transcription fees during trial, split with defendant.
Amount	220.00

TRANSCRIBER'S BILLING INFORMATION

CASE #	A-16-742267-C				
CASE NAME:	Tracy Castl v. Pennymac Holdings LLC				
HEARING DATE:	9/8/20, 9/9/20 & 9/10/20				
DEPARTMENT #	20				
COURT RECORDER/ EXTENSION	Angie Calvillo 702-671-4436				
ORDERED BY: FIRM: EMAIL:	Lisa A. Rasmussen, Esq. Law Offices of Kristina Wildeveld & Associates Lisa@Veldlaw.com				
PAYABLE TO:	Make check payable to: Clark County Treasurer County Tax ID#: 88-6000028 Include case number on check <u>Mailing Address:</u> Regional Justice Center Fiscal Services Attn: Kim Ockey 200 Lewis Ave. Las Vegas, NV 89155				
BILL AMOUNT:		CDs @ \$25 each =		\$	
	11	hours @ \$40 an hour recording fee =		\$440.00	
		pages @ \$	per page of trans.	\$	
	Total/Split two ways				\$220.00
PAYABLE TO OUTSIDE TRANSCRIBER:	Make check payable to:				
BILL AMOUNT:		pages @	\$	per page of trans	\$
DATE PAID:					
TRANSCRIPTS WILL NOT BE FILED OR RELEASED UNTIL PAYMENT IS RECEIVED					

Receipt

Invoice Number	206
Matter	Castl vs PennyMaC
Professional	Lisa Rasmussen
Expense Code	
Date	2020-09-25
Description	Lexis - Nexis Legal Research Fees for September 2020 through Sept 24, 2020..
Amount	71.30

9/25/2020

Reports

Account Number1001PGEHF
LAW OFFICE OF LISA
RASMUSSEN PC**Date Range**

09/01/2020 - 09/24/2020

Report Date

09/25/2020

CurrencyUNITED STATES
DOLLAR

Billing data reports include estimated taxes. The official invoice includes taxes based on actual usage for usage-based services or/and default location for non-usage-based services at invoice period end.

EXPLORE BY CUSTOMER NUMBER/CLIENT/USER

Customer Number: 10000BJXD
Client: HURST

		CONTRACT USE			TRANSACTIONAL USE			
USER NAME	USER ID	GROSS AMOUNT	ADJUSTMENT	NET AMOUNT	TRANSACTIONAL NET AMOUNT	TOTAL BEFORE TAX	TAX*	TOTAL CHARGES
RASMUSSEN, LISA	LISA THARA	\$478.00	(\$406.70)	\$71.30	\$0.00	\$71.30	\$0.00	\$71.30
Total:		\$478.00	(\$406.70)	\$71.30	\$0.00	\$71.30	\$0.00	\$71.30

EXCHANGE RATE TO United States dollar

Date	Rate	From Currency	Base Currency
SEP-25-2020	1	UNITED STATES DOLLAR	UNITED STATES DOLLAR

Attachment B

THE LAW OFFICES OF KRISTINA WILDEVELD & ASSOCIATES

www.veldlaw.com

DATE: 4/14/20

Referred By:

CLIENT INFORMATION			
First Name: <u>Tracy</u>	Middle Name: <u>Lee</u>	Last Name: <u>Hurst - Cast</u>	
Date of Birth: <u>10/18/60</u>	SSN: <u>567-33-3162</u>	ID #: _____	
Email: <u>thangel@hotmail.com</u>	Email Letters? <input checked="" type="radio"/> Y <input type="radio"/> N	Email Bills? <input checked="" type="radio"/> Y <input type="radio"/> N	
Mailing Address: <u>P.O. Box 35937</u>	Home Phone: _____	Mobile Phone: <u>702 739-4464</u>	
<u>CO NV 89133</u>	Work Phone: _____		
Other Contacts			
1. Name: <u>Kelly Hurst</u>	Phone: <u>702 682-2779</u>	Relationship: <u>Son</u>	
2. Name: <u>Jahonne Cast</u>	Phone: <u>646 330-8819</u>	Relationship: <u>X husband</u>	
Employer of Client: _____	Phone: () _____	Monthly Salary: \$ _____	
US Citizen? <input type="radio"/> Y <input type="radio"/> N	Place of Birth: <u>Burbank, CA</u>	If no, what is your status? _____	
COURT DATE(S):			
1 Case No. _____	Court _____	Proceeding _____	Date _____ Time _____
2 Case No. _____	Court _____	Proceeding _____	Date _____ Time _____
CHARGES			
1 _____	PRIORS (If any)		Year _____
2 _____			Year _____
3 _____			Year _____

STOP: OFFICE USE ONLY

Consult Fee: C DC CC MC CK: _____

Fees: Std ofc. hourly rates fixed, non-refundable **FLAT FEE** for representation in proceedings up to and including _____, negotiations, PH or GJ and Writ and/or denial/dismissal and is set based on the experience of the office. The fee is to be paid as follows: \$ _____ initial retainer paid upfront; remaining balance payable at a rate of at least \$2000 per month commencing on the payment date indicated below. Any outstanding balance/fees owed are due no later than seven (7) days prior to _____, PH, Trial, entry of plea, denial/dismissal of charges or whichever occurs first, regardless of any payment plan scheduled. All criminal retainers are deemed earned when received and will not be held in Trust. The Law Firm understands all funds used as payment are derived from a legal source. Unless otherwise specifically stated herein, this agreement does not include representation at Trial or obligate the Law Firm or member attorneys to prepare or file an appeal or to defend any re-filed charge(s). Proceedings not included in this agreement will incur additional attorney's fees. This fee does not include any applicable charges that may be incurred, including but not limited to restitution, fines, court fees, discovery fees, filing fees, witness fees, investigator costs, collection costs, travel fees, or any other miscellaneous fees. Client is solely responsible for all fees incurred and must pay all fees upon notice of the same. Pardons and Parole Petitions are considered the intellectual property of The Firm and are non-transferable or discoverable. The client file is the property of The Law Firm unless all of the fees are paid in full. Abuse and Neglect representation is for a 1 year period. Additional time will require an additional contract. There is a \$75.00 fee to pull closed files plus copy fees of \$0.35 per page.

AGREEMENT FOR REPRESENTATION: I HEREBY RETAIN KRISTINA WILDEVELD, ESQ. & ASSOCIATES ("Law Firm")

The Law Firm is hereby engaged to represent: _____ (Client) in the above matter(s). Client(s) and designated Fee Co-Payer(s) agree(s) to pay the Law Firm a retainer fee as described above in exchange for the specified legal services in connection with the matter(s) indicated herein. I understand that the Law Firm may associate or employ other counsel or marketing representative at the Law Firm's discretion provided there are no additional attorney's fees to Client. I promise to pay as set forth herein and pay the fees in full. I understand that no guarantee has been made regarding the outcome of my case(s) and that any outcome will not affect attorney fees owed or any applicable fees incurred. I further agree to adhere to my billing contract/payment plan and understand that if I miss a payment, a \$50.00 fee will be applied to my balance each month until payments resume. JA (INIT). I also understand that if I miss a payment, that this office reserves the right to discontinue any payment plan set and demand the outstanding balance in-full, payable immediately or withdraw as counsel. JA (INIT). I further understand that the Law Firm may move to withdraw as counsel for Client if fees are not promptly paid. JA (INIT). I understand a \$100.00 fee applies for any Non-Sufficient Funds check posted on my account. JA (INIT). I understand there is an additional \$350.00 fee charged for each additional status check. JA (INIT). I understand that the hourly rate is \$750.00 per hour for any fee dispute. JA (INIT). By signing below, I hereby agree to the representation described herein and agree to the terms of this agreement.

Retainer: \$ <u>2,500.00</u>	
C DC CC MO CK:	
Payment Dates:	
1. / /	<u>monthly</u>
2. / /	
3. / /	
4. / /	
5. / /	
(INIT) I agree to monthly reoccurring credit card payments.	
Copy of picture ID: <input checked="" type="radio"/> Y <input type="radio"/> N	

Client Signature: Tracy Lee Hurst - CastDate: 4/14/2020

Fee Co-Payer Name/Signature: _____

Date: _____

Attorney Signature: Kristina Wildeveld

Kristina Wildeveld Dayvid Figler Lisa Rasmussen Caitlyn McAmis Jim Hoffman Eva Romero

550 E. Charleston Blvd., Suite A • Las Vegas, Nevada 89104

Phone: (702) 222-0007 • Fax: (702) 222-0001

contact@veldlaw.com

Bank of America: 501005739642

Routing Number: 122400724 / Wire Transfer: 026009593

061

EXHIBIT 7

From: TRACY HURST
To: Lisa Rasmussen
Subject: Offer
Date: Monday, November 30, 2020 8:35:14 AM

Hi Lisa,

[REDACTED]

[REDACTED]

Additionally, Kristina left a message as well about payment I will address this when I find a remedy and able.

Thank you for your patience and concern.

Tracy

Sent from my iPhone

EXHIBIT 8

From: Lisa Rasmussen
To: TRACY HURST; kristina@veldlaw.com
Subject: Castl v. PennyMac: order from Judge Johnson
Date: Friday, December 4, 2020 4:41:37 PM
Attachments: 201204 FFCC & Order.pdf

Hi Tracy,

Attached is Judge Johnson's order that was filed a few minutes ago.

Pennymac will do a Notice of Entry of Order and once that is filed it will initiate your 30 day timeline to file a notice of appeal.

[REDACTED]

We still need you to make some effort to pay us. We have not received a payment from you since September 2, 2020.

Lisa

Lisa Rasmussen, Esq.
Law Offices of Kristina Wildeveld & Associates
550 E. Charleston Blvd.
Las Vegas, NV 89101
T. (702) 222-0007 | F. (702) 222-0001
www.veldlaw.com

Sent from Mail for Windows 10

EXHIBIT 9

From: TRACY HURST
To: Lisa Rasmussen
Subject: Substitution
Date: Friday, December 18, 2020 8:52:56 AM

Hi Lisa,

[REDACTED]

I request that you sign and file a Substitution of Counsel to myself as I have no other choice than to proceed in Proper Person.

Additionally I request that you provide me with copies of all email communication or documents that you have pertaining to my case with Opposing Counsel, Court or any other third party.

Please advise Patty and Kristina that my resources are exhausted at this time and actively seeking a solution aside health priorities.

Thank you.

Tracy Hurst-Castl

Sent from my iPhone

EXHIBIT 10

Briana Johnson, Assessor

Assessor Map

Aerial View

Building Sketch

Ownership History

Neighborhood Sales

New Search

GENERAL INFORMATION

<u>PARCEL NO.</u>	128-31-112-020
<u>OWNER AND MAILING ADDRESS</u>	HURST TRACY LEE LIVING TRUST 50% NAPHTALI MARY V IRREVOCABLE TRUST 50% C/O T HURST-CASTL PO BOX 35937 LAS VEGAS NV 89133
<u>LOCATION ADDRESS</u>	3910 WHITE FIR WAY
<u>CITY/UNINCORPORATED TOWN</u>	MOUNT CHARLESTON
<u>ASSESSOR DESCRIPTION</u>	RAINBOW CANYON UNIT #4 <u>PLAT BOOK 8 PAGE 1</u> LOT 182 BLOCK 16
RECORDED DOCUMENT NO.	* <u>20190108:01153</u>
RECORDED DATE	JAN 8 2019
VESTING	NS-NS
COMMENTS	

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT

<u>TAX DISTRICT</u>	115
APPRAISAL YEAR	2021
FISCAL YEAR	2022-23
<u>SUPPLEMENTAL IMPROVEMENT VALUE</u>	0
<u>INCREMENTAL LAND</u>	0
<u>INCREMENTAL IMPROVEMENTS</u>	0

REAL PROPERTY ASSESSED VALUE

FISCAL YEAR	2021-22	2022-23
LAND	48300	60375
IMPROVEMENTS	233010	243325
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	281,310	303,700
TAXABLE LAND + IMP (SUBTOTAL)	803,743	867,714
COMMON ELEMENT ALLOCATION ASSESSED	0	0
TOTAL ASSESSED VALUE	281,310	303,700
TOTAL TAXABLE VALUE	803,743	867,714


[Click here for Treasurer Information regarding real property taxes.](#)[Click here for Flood Control Information.](#)

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION

ESTIMATED SIZE	0.46 ACRES
ORIGINAL CONST. YEAR	1988
LAST SALE PRICE	575400

MONTH/YEAR	10/2010
SALE TYPE	T - TRUSTEE'S DEED
LAND USE	20.110 - SINGLE FAMILY RESIDENTIAL
DWELLING UNITS	1

PRIMARY RESIDENTIAL STRUCTURE					
1ST FLOOR SQ. FT.	5549	CASITA SQ. FT.		ADDN/CONV	
2ND FLOOR SQ. FT.	1152	CARPORT SQ. FT.		POOL	NO
3RD FLOOR SQ. FT.		STYLE	1.5 STORY-FINISHED 2ND FL	SPA	YES
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	4	TYPE OF CONSTRUCTION	FRAME-SIDING/SHINGLE
FINISHED BASEMENT SQ. FT.	2784	BATHROOMS	5 FULL /1 HALF	ROOF TYPE	COMPOSITION SHINGLE
BASEMENT GARAGE SQ. FT.	0		FIREPLACE		2
TOTAL GARAGE SQ. FT.	992				

ASSESSOR MAP VIEWING GUIDELINES	
MAP	128311
<p>In order to view the Assessor map you must have Adobe Reader installed on your computer system.</p> <p>If you do not have the Reader it can be downloaded from the Adobe site by clicking the following button. Once you have downloaded and installed the Reader from the Adobe site, it is not necessary to perform the download a second time to access the maps.</p> 	

Note: This record is for assessment use only. No liability is assumed as to the accuracy of the data delineated hereon.

EXHIBIT 11

Briana Johnson, Assessor

Assessor Map

Aerial View

Building Sketch

Ownership History

Neighborhood Sales

New Search

GENERAL INFORMATION

<u>PARCEL NO.</u>	138-20-818-035
<u>OWNER AND MAILING ADDRESS</u>	NAPHTALI MARY V IRREVOCABLE TRUST 50% HURST TRACY LEE LIVING TRUST ETAL 50% C/O T CASTL PO BOX 35937 LAS VEGAS NV 89133
<u>LOCATION ADDRESS</u>	8616 MIRADA DEL SOL DR
<u>CITY/UNINCORPORATED TOWN</u>	LAS VEGAS
<u>ASSESSOR DESCRIPTION</u>	SONOMA AT SUMMERLIN BY COLEMAN HOMES-PHASE 3 <u>PLAT BOOK 63 PAGE 61</u> LOT 103 BLOCK 5
RECORDED DOCUMENT NO.	* <u>20181109:01779</u>
RECORDED DATE	NOV 9 2018
VESTING	NS-NS
COMMENTS	

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT

<u>TAX DISTRICT</u>	200
APPRAISAL YEAR	2021
FISCAL YEAR	2022-23
<u>SUPPLEMENTAL IMPROVEMENT VALUE</u>	0
<u>INCREMENTAL LAND</u>	0
<u>INCREMENTAL IMPROVEMENTS</u>	0

REAL PROPERTY ASSESSED VALUE

FISCAL YEAR	2021-22	2022-23
LAND	38850	38850
IMPROVEMENTS	91219	96038
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	130,069	134,888
TAXABLE LAND + IMP (SUBTOTAL)	371,626	385,394
COMMON ELEMENT ALLOCATION ASSESSED	0	0
TOTAL ASSESSED VALUE	130,069	134,888
TOTAL TAXABLE VALUE	371,626	385,394


[Click here for Treasurer Information regarding real property taxes.](#)[Click here for Flood Control Information.](#)

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION

ESTIMATED SIZE	0.18 ACRES
ORIGINAL CONST. YEAR	1996
LAST SALE PRICE	227000

MONTH/YEAR	3/1997
SALE TYPE	R - RECORDED VALUE
LAND USE	20.110 - SINGLE FAMILY RESIDENTIAL
DWELLING UNITS	1

PRIMARY RESIDENTIAL STRUCTURE					
1ST FLOOR SQ. FT.	1501	CASITA SQ. FT.		ADDN/CONV	
2ND FLOOR SQ. FT.	1305	CARPORT SQ. FT.		POOL	YES
3RD FLOOR SQ. FT.		STYLE	TWO STORY	SPA	YES
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	5	TYPE OF CONSTRUCTION	FRAME-STUCCO
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	3 FULL	ROOF TYPE	CONCRETE TILE
BASEMENT GARAGE SQ. FT.	0		FIREPLACE		1
TOTAL GARAGE SQ. FT.	574				

ASSESSOR MAP VIEWING GUIDELINES	
MAP	138208
<p>In order to view the Assessor map you must have Adobe Reader installed on your computer system.</p> <p>If you do not have the Reader it can be downloaded from the Adobe site by clicking the following button. Once you have downloaded and installed the Reader from the Adobe site, it is not necessary to perform the download a second time to access the maps.</p> 	

Note: This record is for assessment use only. No liability is assumed as to the accuracy of the data delineated hereon.

EXHIBIT 12



Briana Johnson, Assessor

PARCEL OWNERSHIP HISTORY

ASSESSOR DESCRIPTION
RAINBOW CANYON UNIT #4 PLAT BOOK 8 PAGE 1 LOT 182 BLOCK 16

CURRENT PARCEL NO.	CURRENT OWNER	%	RECORD DOC NO.	RECORD DATE	VESTING	TAX DIST	EST SIZE	COMMENTS
128-31-112-020	HURST TRACY LEE LIVING TRUST	50%	20190108:01153	1/8/2019	NS-NS	115	.46 AC	
	NAPHTALI MARY V IRREVOCABLE TRUST	50%						

PARCEL NO.	PRIOR OWNER(S)	%	RECORD DOC NO.	RECORD DATE	VESTING	TAX DIST	EST SIZE	COMMENTS
128-31-112-020	HURST TRACY LEE LIVING TRUST ETAL	50%	20151116:00630	11/16/2015	NS	115	SUBDIVIDED LOT	
	CASTL TRACY LEE	50%						
128-31-112-020	HURST TRACY LEE LIVING TRUST ETAL	50%	20150326:01663	03/26/2015	NS	115	SUBDIVIDED LOT	
128-31-112-020	HURST TRACY LEE LIVING TRUST		20141223:02560	12/23/2014	NS	115	SUBDIVIDED LOT	
128-31-112-020	HURST TRACY LEE		20070607:04141	06/07/2007	NS	115	SUBDIVIDED LOT	NR-20101001:2512,20101208:2665
128-31-112-020	CASA DE LA PAZ L L C		20060830:00424	08/30/2006	NS	115	SUBDIVIDED LOT	
128-31-112-020	HURST TRACY LEE		20060131:03281	01/31/2006	NS	115	SUBDIVIDED LOT	
128-31-112-020	ROUSE-HURST TRACY L		19950512:01740	05/12/1995	NS	115	SUBDIVIDED LOT	
470-205-001	REAL ESTATE COLLATERAL MGT CO		19931119:00391	11/19/1993	NS	115	SUBDIVIDED LOT	

Case 13-10410-mkn	Doc 103	Entered 05/23/23 14:41:10	Page 118 of 175
470-205-001	BANK SUN STATE	19930727:00327	07/27/1993 NS 115 SUBDIVIDED LOT
470-205-001	HANNAH HOLDING TRUST	19920430:01349	04/30/1992 NS 115 SUBDIVIDED LOT
	CARPA DOUGLAS J TRS		
470-205-001	MEISNER JOHN A & ANNETTE M	19910820:00416	08/20/1991 JT 115 SUBDIVIDED LOT
470-205-001	J & A ENTERPRISES INC	19890518:00243	05/18/1989 NS 115 SUBDIVIDED LOT
470-205-001	MEISNER JOHN A & ANNETTE M	19881007:00483	10/07/1988 JT 115 SUBDIVIDED LOT
470-205-001	MEISNER MARK S	19880420:00099	04/20/1988 NS 115 SUBDIVIDED LOT
470-205-001	ALBRIGHT BOB A & LORRAINE D	0434:0393805	06/14/1974 JT 115 SUBDIVIDED LOT
470-205-001	ALBRIGHT BOB A & LORRAINE D	0434:0393805	06/14/1974 110 SUBDIVIDED LOT
470-205-001	ALBRECQ ROBERT W ETAL	0218:0177477	03/28/1972 110 SUBDIVIDED LOT
470-205-001	MT CHARLESTON LODGE & REC CTR		110 SUBDIVIDED LOT
470-205-001	MT CHARLESTON LODGE & REC CTR		110 SUBDIVIDED LOT INITIAL

Click the following link to view the parcel genealogy

Parcel Tree

Note: Only documents from September 15, 1999 through present are available for viewing.

NOTE: THIS RECORD IS FOR ASSESSMENT USE ONLY. NO LIABILITY IS ASSUMED AS TO THE ACCURACY OF THE DATA DELINEATED HEREON.

EXHIBIT 13



Assessor

Briana Johnson, Assessor

PARCEL OWNERSHIP HISTORY

ASSESSOR DESCRIPTION								
SONOMA AT SUMMERLIN BY COLEMAN HOMES-PHASE 3 PLAT BOOK 63 PAGE 61 LOT 103 BLOCK 5								

CURRENT PARCEL NO.	CURRENT OWNER	%	RECORD DOC NO.	RECORD DATE	VESTING	TAX DIST	EST SIZE	COMMENTS
138-20-818-035	NAPHTALI MARY V IRREVOCABLE TRUST	50%	20181109:01779	11/9/2018	NS-NS	200	.18 AC	
	HURST TRACY LEE LIVING TRUST ETAL	50%						

PARCEL NO.	PRIOR OWNER(S)	%	RECORD DOC NO.	RECORD DATE	VESTING	TAX DIST	EST SIZE	COMMENTS
138-20-818-035	CASTL TRACY LEE	50%	20151116:00629	11/16/2015	NS	200	SUBDIVIDED LOT	
	HURST TRACY LEE LIVING TRUST	50%						
138-20-818-035	HURST TRACY LEE LIVING TRUST ETAL		20150326:01662	03/26/2015	NS	200	SUBDIVIDED LOT	
138-20-818-035	HURST TRACY LEE LIVING TRUST ETAL	50%	20150326:01662	03/26/2015	NS	200	SUBDIVIDED LOT	
		50%						
138-20-818-035	HURST TRACY LEE LIVING TRUST		20060823:00670	08/23/2006	NS	200	SUBDIVIDED LOT	
138-20-818-035	HURST TRACY		19970305:00187	03/05/1997	NS	200	SUBDIVIDED LOT	
138-20-818-035	WEARDEN PAUL L & MELISSA		19951122:00231	11/22/1995	JT	200	SUBDIVIDED LOT	
138-20-818-035	COLEMAN HOMES INC		19940822:01150	08/22/1994	NS	200	SUBDIVIDED LOT	
138-20-810-015	COLEMAN HOMES INC		19930930:03075	09/30/1993	NS	200	7.51 AC	-.01A COR
138-20-810-009	COLEMAN HOMES INC		19930930:03075	09/30/1993	NS	200	14.96 AC	
138-20-810-002	COLEMAN HOMES INC		19930930:03075	09/30/1993	NS	200	24.06 AC	

138-20-810-002	HUGHES HOWARD PROPERTIES L P	19910816:00779	08/16/1991	NS	200	24.06 AC	
350-490-006	HUGHES HOWARD PROPERTIES L P	1852:1811924	12/28/1983	NS	200	229.00 AC	FR 350-480-010,490-004,580-002,590-007

Click the following link to view the parcel genealogy

[Parcel Tree](#)

Note: Only documents from September 15, 1999 through present are available for viewing.

NOTE: THIS RECORD IS FOR ASSESSMENT USE ONLY. NO LIABILITY IS ASSUMED
AS TO THE ACCURACY OF THE DATA DELINEATED HEREON.

EXHIBIT 14

From: TRACY HURST
To: Lisa Rasmussen
Subject: Re: Ownership history
Date: Tuesday, September 8, 2020 8:38:19 AM

Mary V. Naphtali, Irrevocable Trust - yes I transferred half of to this Trust I am the Trustee and my boys and I are the beneficiaries. [REDACTED] when this is over and we prevail Tracy Lee Hurst Living Trust will give MVN 50%.

[REDACTED]

From: Lisa Rasmussen <Lisa@veldlaw.com>
Sent: Tuesday, September 8, 2020 7:25 AM
To: TRACY HURST <tlhangel@hotmail.com>
Subject: Ownership history

I'm going to go through some of this for history/background:

Purchased May 1995 under the name Tracy L. Rouse-Hurst
Jan 2006, took title as Tracy Lee Hurst. This is the WaMu refinance/loan
Briefly Casa DeLaPaz, LLC
Return to Tracy Lee Hurst 6/2007
Tracy Lee Hurst Living Trust, Dec 2014

But who is the other owner that gets 50% in March 2015???

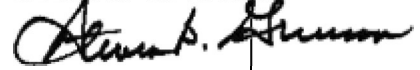
Then in November it looks like it goes to your trust and Tracy Castl in November 2015. [REDACTED]

[REDACTED]

Lisa Rasmussen, Esq.
Law Offices of Kristina Wildeveld & Associates
550 E. Charleston Blvd.
Las Vegas, NV 89101
T. (702) 222-0007 | F. (702) 222-0001
www.veldlaw.com

Sent from [Mail](#) for Windows 10

EXHIBIT 15



Lisa A. Rasmussen, Esq.
Nevada Bar No. 7491
**THE LAW OFFICES OF KRISTINA
WILDEVELD & ASSOCIATES**
550 E. Charleston Blvd., Suite A
Las Vegas, NV 89104
(702) 222-0007 (T) | (702)222-0001
Email: Lisa@VeldLaw.com

Attorneys for Tracy Hurst

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

TRACY CASTL,

Plaintiff,

vs.

PENNYMAC HOLDINGS, LLC,

Defendant.

Case No.: A-16-742267-C

Dept. No.: XX

SUBSTITUTION OF ATTORNEY

I, TRACY CASTL, also known as Tracy Hurst, hereby consent to this substitution of counsel wherein I will represent myself, in proper person, hereby substituting in for my attorney, Lisa A. Rasmussen and the Law Offices of Kristina Wildeveld & Associates.

My contact information is as follows:

Tracy Hurst

PO Box 35937

Las Vegas, NV 35937

Tel. (702) 739-4464

Email: tlhangel@hotmail.com

SUBSTITUTION OF ATTORNEY - 1

____see attached signature____

Tracy Hurst, formerly known as Tracy Castl

I, LISA A. RASMUSSEN, accept the substitution of attorney on behalf of myself
and my law firm, the Law Offices of Kristina Wildeveld & Associates.

Dated this 18th day of December, 2020.

The Law Offices of Kristina Wildeveld & Associates

/s/ Lisa A. Rasmussen

Lisa A. Rasmussen, Esq.
NV Bar No. 7491

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I sent a filed a copy of the foregoing SUBSTITUTION
OF ATTORNEY and served a copy of the same upon the following, utilizing this
Court's EFLEX File and Serve Program, and the following email addresses:

Rex Garner: Rex.Garner@Akerman.com

Ariel Stern: Ariel.Stern@Akerman.com

Aaron Maurice: amaurice@mauricewood.com

Brittany Wood: bwood@mauricewood.com

on this 30th day of December 2020.

/s/ Lisa A. Rasmussen

LISA A. RASMUSSEN, ESQ.

SUBSTITUTION OF ATTORNEY - 2

1 Lisa A. Rasmussen, Esq.
2 Nevada Bar No. 7491
3 THE LAW OFFICES OF KRISTINA
4 WILDEVELD & ASSOCIATES
5 550 E. Charleston Blvd., Suite A
6 Las Vegas, NV 89104
7 (702) 222-0007 (T) | (702) 222-0001
8 Email: Lisa@VeldLaw.com

9 Attorneys for Tracy Hurst

10 EIGHTH JUDICIAL DISTRICT COURT

11 CLARK COUNTY, NEVADA

12 TRACY CASTL,

13 Plaintiff,

14 vs.

15 PENNYMAC HOLDINGS, LLC,

16 Defendant.

Case No.: A-16-742267-C

Dept. No.: XX

17 SUBSTITUTION OF ATTORNEY

18
19 I, TRACY CASTL, also known as Tracy Hurst, hereby consent to this substitution
20 of counsel wherein I will represent myself, in proper person, hereby substituting in for
21 my attorney, Lisa A. Rasmussen and the Law Offices of Kristina Wildeveld &
22 Associates.

23 My contact information is as follows:

24 Tracy Hurst

25 PO Box 35937

26 Las Vegas, NV 35937

27 Tel. (702) 739-4464

28 Email: tlhangel@hotmail.com

Tracy L. Castl 12/18/20
TRACY L. Castl

SUBSTITUTION OF ATTORNEY - 1

EXHIBIT 16

THE LAW OFFICES OF

KRISTINA WILDEVELD ASSOCIATES*Criminal Defense, Complex Criminal and Civil Litigation, Lobbying**Appeals, Pardons, Post-Convictions, Juvenile*

Nevada

California

500 E Charleston Blvd., Suite A
 Las Vegas, NV 89104
 702-222-0007

January 05, 2021

Tracey Hurst
 Hurst-Castl, Tracy

Invoice Number: 234

Invoice Period: 09-01-2020 - 01-05-2021

Payment Terms: Upon Receipt

RE: Castl vs PennyMaC**Time Details**

Date	Professional	Description	Hours	Rate	Amount
09-30-2020	Lisa Rasmussen	Reviewed Pennymac's Proposal order.	0.20	600.00	120.00
10-01-2020	Lisa Rasmussen	Meeting with Tracy and Johnnie.	1.00	600.00	600.00
10-01-2020	Lisa Rasmussen	Review order to prepare for meeting	0.20	600.00	120.00
10-02-2020	Lisa Rasmussen	Revise Pennymac's proposed order detailed comments.	3.20	600.00	1,920.00
10-02-2020	Lisa Rasmussen	Email correspondence to and from opposing counsel (x8) regarding proposed order.	0.20	600.00	120.00
10-03-2020	Lisa Rasmussen	Emails to and from opposing counsel regarding my revisions.	0.30	600.00	180.00
10-04-2020	Lisa Rasmussen	Prepare our own proposed order; research on standing issue.	4.30	600.00	2,580.00
10-05-2020	Lisa Rasmussen	Emails with opposing counsel and Tracy regarding proposed order.	0.30	600.00	180.00

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Page 1 of 5

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Date	Professional	Description	Hours	Rate	Amount
10-06-2020	Lisa Rasmussen	Revisions to FFCOL per emails with Brittany Wood; email regarding same.	0.50	600.00	300.00
10-06-2020	Lisa Rasmussen	Additional revisions and emails with Brittany. Email to client.	0.30	600.00	180.00
10-06-2020	Lisa Rasmussen	Additional research on standing issue	1.00	600.00	600.00
10-07-2020	Lisa Rasmussen	Prepare our own proposed order and submit to the Court as a contested order.	0.70	600.00	420.00
10-09-2020	Lisa Rasmussen	Additional research on standing issue; there is no good case law supporting our position.	0.90	600.00	540.00
10-27-2020	Lisa Rasmussen	Meeting with Tracy requesting plan for payment of legal fees. No charge for this meeting.	0.70		No Charge
11-13-2020	Lisa Rasmussen	Email correspondence to and from Rex Gardner, asking if we can resolve; email to Tracy re same.	0.10	600.00	60.00
11-16-2020	Lisa Rasmussen	Follow up emails to Rex letting him know I conveyed his message about proposed resolution.	0.10	600.00	60.00
11-30-2020	Lisa Rasmussen	Email correspondence to and from Tracy regarding proposed resolution.	0.10	600.00	60.00
12-04-2020	Lisa Rasmussen	Review proposed findings of fact, conclusions of law and order; review notice entry of judgment.	0.20	600.00	120.00
12-04-2020	Lisa Rasmussen	Emails to Tracy with order, findings, notice of entry of judgment, advising of deadline for appeal.	0.10	600.00	60.00
12-18-2020	Lisa Rasmussen	Email from Tracy; prepare sub of attorney and email to her.	0.30	600.00	180.00
12-30-2020	Lisa Rasmussen	Email correspondence to and from Tracy regarding sub of attorney; file sub of attorney. No charge for this.	0.20		No Charge
12-30-2020	Lisa Rasmussen	Download all emails; organize and prepare electronic file on flash drive for Tracy. Courtesy no charge for this.	1.00		No Charge
			Total		8,400.00

Time Summary

Professional	Hours	Amount
Lisa Rasmussen	15.90	8,400.00

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Page 2 of 5

Professional	Hours	Amount
	Total	8,400.00

Expenses

Expense	Description	Price	Qty	Amount
E112 - Court fees	E112 - Court fees	3.50	1	3.50
E112 - Court fees	E112 - Court fees	3.50	1	3.50
None	Pacer Quarterly Charges - 3rd Qtr. (157 pp).	15.70	1	15.70
Total Expenses				22.70
Total for this Invoice				8,422.70

Client Statement of Account

As of 01-05-2021

Matter	Balance Due
Castl vs PennyMaC	59,998.58
Total Amount to Pay	59,998.58

Castl vs PennyMaC**Transactions**

Date	Transaction	Applied	Invoice	Amount
09-29-2020	Previous Balance			51,575.88
01-05-2021	Invoice 234			8,422.70
			Balance	59,998.58

Open Invoices and Credits

Date	Transaction	Amount	Applied	Balance
04-14-2020	Payment	(2,500.00)		(2,500.00)
04-20-2020	Payment	(2,500.00)		(2,500.00)
09-10-2020	Payment	(2,000.00)		(2,000.00)
09-29-2020	Invoice 206	58,575.88		58,575.88
01-05-2021	Invoice 234	8,422.70		8,422.70
			Balance	59,998.58

We appreciate your business and your confidence in our firm.

Page 4 of 5

090

Tracey Hurst
Hurst-Castl, Tracy

January 05, 2021

The Law Offices of Kristina Wildeveld & Associates
500 E Charleston Blvd., Suite A
Las Vegas, NV 89104

Invoice Number: 234
Invoice Period: 09-01-2020 - 01-05-2021

REMITTANCE COPY

RE: Castl vs PennyMaC

Fees	8,400.00
Expenses	22.70
Total for this Invoice	8,422.70
Previous Balance	51,575.88

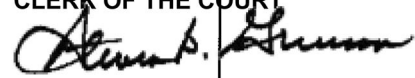
Matter	Balance Due
Castl vs PennyMaC	59,998.58
Total Amount to Pay	59,998.58

Open Invoices and Credits

Date	Transaction	Matter	Amount	Applied	Balance
04-14-2020	Payment	Castl vs PennyMaC	(2,500.00)		(2,500.00)
04-20-2020	Payment	Castl vs PennyMaC	(2,500.00)		(2,500.00)
09-10-2020	Payment	Castl vs PennyMaC	(2,000.00)		(2,000.00)
09-29-2020	Invoice 206	Castl vs PennyMaC	58,575.88		58,575.88
01-05-2021	Invoice 234	Castl vs PennyMaC	8,422.70		8,422.70
				Balance	59,998.58

EXHIBIT 17

Electronically Filed
10/30/2018 2:38 PM
Steven D. Grierson
CLERK OF THE COURT


DECD

THOMAS C. MICHAELIDES, ESQ.
Nevada Bar No. 5425
2620 Regatta Drive, Suite 219
Las Vegas, Nevada 89128
Telephone: (702) 462-6161
Facsimile: (702) 413-6255
tcm@tcmlawgroup.com
Attorney for Petitioners

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

In Re the Dissolution of the Marriage of

CASE NO: D-18-578843-Z

TRACY LEE CASTL and JOHNNIE

DEPT NO: E

CASTL,

Petitioners.

DECREE OF DIVORCE

This cause having been submitted to this Court for decision pursuant to Chapter 125 of the Nevada Revised Statutes, based upon the Joint Petition of the Petitioners, TRACY LEE CASTL and JOHNNIE CASTL, and after reviewing the pleadings and papers on file, the Court finds as follows:

1. That the Court has complete jurisdiction in the premises, both as to the subject matter thereof as well as the parties hereto;

2. That the Petitioner TRACY LEE CASTL has been domiciled in this State for more than six (6) weeks preceding the commencement of this action and is a bona fide resident of the State of Nevada.

3. That the parties have become so widely divergent and separated that they have become incompatible with no possibility of reconciliation.

RECEIVED

OCT 29 2018

DEPARTMENT 003

☐ Dismissed - Want of Prosecution
☐ Involuntary (Statutory) Dismissal
☐ Default Judgment
☐ Transferred
☐ Other
☐ Settled/Withdrawn
☐ Without Judicial Conf/Htg
☐ With Judicial Conf/Htg
☐ By ADP
 Trial Disposition:

1 4. That there are no minor child the issue of this marriage; no child was
2 adopted during the course of the marriage; and TRACY LEE CASTL is not
3 currently pregnant.

4 5. That all the allegations contained in the Joint Petition are true as therein
5 alleged, and that the parties are entitled to a Decree of Divorce on the grounds set forth in
6 the Joint Petition.

7 6. That as of the date of filing, every condition set forth in NRS 125.181 has
8 been met.

9 7. That all community property and all community debts have previously been
10 fairly divided between the parties. The wife will remain with her sole and separate property
11 of 8616 Mirada Del Sol, LV., NV., 89128; 3910 White Fir Way, Las Vegas, NV 89124 aka
12 the Mount Charleston Property located on Rainbow Canyon Blvd; 2000 BMW 328i; 2015
13 BMW 650i; The husband BMW 650i was purchased as a gift to Tracy L. Hurst-Castl and
14 the Husband agrees to retain the liability and will continue to make the monthly payments,
15 insurance and maintenance throughout the term of the loan with BMW Financial Services.
16 During Wife's hardship the Husband will agree to continue paying the household expenses
17 for the Mirada Del Sol, Las Vegas, NV 89128 property, including the monthly mortgage
18 which includes taxes and insurance, HOA Fees and all utilities, cell phone, monthly pool
19 and lawn maintenance services and any other required maintenance for upkeep on the
20 residence not to exceed 3 years.

21 8. That the wife wishes to maintain her "family" name of "TRACY LEE
22 HURST".

23 9. That neither Petitioner is entitled to receive spousal support.
24
25
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1 10. That Petitioners have waived their respective rights to written notice of the
2 Decree of Divorce, to appeal, to request Findings of Fact and Conclusions of Law and to
3 move for a new trial.

4 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND**
5 **DECREED** that the bonds of matrimony now and heretofore existing between the
6 Petitioners TRACY LEE CASTL and JOHNNIE CASTL be dissolved, set aside and
7 forever held for naught, and an absolute and final Decree of Divorce is hereby granted to
8 the parties, and that each of the parties is hereby restored to the status of single, unmarried
9 person.
10

11 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that all
12 community property and all community debts have previously been fairly divided between
13 the parties. The wife will remain with her sole and separate property of 8616 Mirada Del
14 Sol, LV., NV., 89128; 3910 White Fir Way, Las Vegas, NV 89124 aka the Mount
15 Charleston Property located on Rainbow Canyon Blvd; 2000 BMW 328i; 2015 BMW 650i;
16 The husband BMW 650i was purchased as a gift to Tracy L. Hurst-Castl and the Husband
17 agrees to retain the liability and will continue to make the monthly payments, insurance and
18 maintenance throughout the term of the loan with BMW Financial Services. During Wife's
19 hardship the Husband will agree to continue paying the household expenses for the Mirada
20 Del Sol, Las Vegas, NV 89128 property, including the monthly mortgage which includes
21 taxes and insurance, HOA Fees and all utilities, cell phone, monthly pool and lawn
22 maintenance services and any other required maintenance for upkeep on the residence not
23 to exceed 3 years.
24
25
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1 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that there are no
2 community debts between the parties (except for the debt on the BMW650i) that needs to
3 be divided and that the Husband has agreed to assume the full debt

4 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Petitioner
5 TRACY LEE CASTL wishes to maintain her "family" name of "TRACY LEE HURST".
6

7 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the
8 Petitioners expressly, knowingly, and unconditionally waive their right to spousal support
9 both now and in the future. Petitioners understand that this wavier is permanent and that
10 they may not petition the court for such relief. Husband agrees to provide financial
11 assistance for Wife's personal needs during her hardship not to exceed 3 years.
12


13 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the parties
14 have made a full and complete settlement of their respective rights in their marital property.
15 The parties in any subsequent action shall seek no monetary award, or any other remedy or
16 benefit that would be in conflict with or in addition to what they have agreed upon in this
17 instrument. The provisions in this Decree shall be taken as the full and final property
18 settlement agreement, and it is agreed that a copy of the Decree shall be offered into
19 evidence in any further proceedings between the parties, or in any suit between the parties.
20
21

22 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the parties
23 agree the provisions in this Decree supersede all prior negotiations between the parties and
24 contain all the terms they have agreed upon.
25

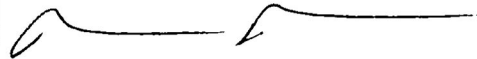
26 ///
27
28

1 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that both parties
2 are required to provide their social security numbers on a separate form to the Court and to
3 the Welfare Division of the Department of Human Resources within ten days from the date
4 this Decree is filed pursuant to NRS 125.130. Such information shall be maintained by the
5 Clerk in a confidential manner and not part of the public record.

6
7 DATED and DONE this 30th day of October, 2018.

8
9
10 
11 DISTRICT COURT JUDGE
12 CHARLES J. HOSKIN

13 Submitted by:

14 

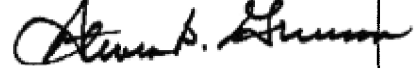
15 THOMAS C. MICHAELIDES, ESQ.
16 Nevada Bar No. 5425
17 2620 Regatta Drive, Suite 219
18 Las Vegas, Nevada 89128
19 Telephone: (702) 462-6161
20 Facsimile: (702) 413-6255
21 tcm@tcmlawgroup.com
22 Attorney for Petitioners
23
24
25
26
27
28

EXHIBIT D

Opposition to Motion for Summary Judgment,

District Court, Clark County, Nevada

Filed February 23, 2021



LAW OFFICES OF BYRON THOMAS
BYRON THOMAS, ESQ.

Nevada Bar No. 8906
3275 S. Jones Blvd. Ste. 104
Las Vegas, Nevada 89146
Phone: (702) 747-3103
Facsimile: (702) 543-4855

Attorney for Defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

THE LAW OFFICES OF KRISTINA
WILDEVELD & ASSOCIATES, A
NEVADA LIMITED LIABILITY
COMPANY

Plaintiff,

vs.

TRACY LEE HURST fka TRACY CASTL
fka TRACY LEE HURST-CASTL,
INDIVIDUALLY and as TRUSTEE OF THE
MARY V. NAPHTALI IRREVOCABLE
TRUST; THE TRACY LEE HURST
LIVING TRUST; and DOE DEFENDANTS
1-5,

Defendants,

) Case No.: A-21-829963-C

) Dept. No.: XXIV

**OPPOSITION TO MOTION FOR
SUMMARY AND REQUEST TO
EXTEND DEADLINE TO FILE
OPPOSITION
(FIRST REQUEST)**

Defendants TRACY LEE HURST-CASTL, INDIVIDUALLY and as TRUSTEE OF THE
MARY V. NAPHTALI IRREVOCABLE TRUST AND THE TRACY LEE HURST LIVING
TRUST (collectively referred to as "Defendants") files this Opposition to Motion for Summary
Judgment and Request to Extend Deadlin to File Opposition (the "Opposition").

///

This opposition is based upon and supported by the following Memorandum of Points and Authorities, the pleadings and papers on file, the affidavits and exhibits attached hereto, and any oral argument at the time of hearing.

MEMORANDUM OF POINTS AND AUTHORITIES

I. STATEMENT OF FACTS

The Defendants dispute the facts alleged by the PLAINTIFF in its Statement of Facts. See the Declaration of Tracy Lee Hurst-Castl attached hereto as Exhibit "A." This lawsuit is based upon attorney fees. At no time was there any attorney client fee agreement between the PLAINTIFFS and the named trusts. At no time did the DEFENDANT execute a HIPAA release for private and confidential medical records that were used as litigation tactics in its Motion for Summary Judgment. DEFENDANTS further allege that the PLAINTIFFS have unclean hands and that every cause of action contained in its complaint are barred because the PLAINTIFFS have engaged in acts and courses of conduct which render them in pari delicto and not entitled to a judgment as a matter of law.

II. LEGAL ARGUMENT AND ANALYSIS

A. Standard for Summary Judgment

Summary judgment is appropriate under Nevada Rule of Civil Procedure, Rule 56 only when the pleading, depositions, answers to interrogatories, admissions, and affidavits, if any, that are properly before the court demonstrate that no genuine issue of material fact exists, and the moving party is entitled to judgment as a matter of law.

Evidence presented in support of a motion for summary judgment must be construed in the light most favorable to the nonmoving party, and facts demonstrating the existence of a genuine issue will preclude a disfavorable summary judgment. A factual dispute is genuine when the evidence is such that a rational jury could return a verdict in the nonmoving party's favor. *Sustainable Growth Initiative Committee v. Jumpers. LLC*, 22 Nev. 53, 61, 128 P.3d 452, 458 (2006). As the Nevada Supreme Court stated in *Wood v. Safeway, Inc.*, 121 Nev. 724, 732, 121 P.3d 1026, 1031, 1032 (2005), "A factual dispute is genuine when the evidence is such that a rational trier of fact could return a verdict for the nonmoving party." See also *Posadas v. City of Reno*, 109 Nev. 448, 851 P.2d 438 (1993).

When ruling on a summary judgment motion, "[a]ll of the nonmovant's statements must be accepted as true, and a district court may not pass on the credibility of affidavits." *Jones v. First Mortgage Company of Nevada*, 112 Nev. 531, 534, 915 P.2d 883, 885 (1996). See also, *Harrington*

1 v. Syufy Enterprises, 113 Nev. 246, 248, 931 P.2d 1378, 1379-80 (1997). “A court should exercise
 2 great care in granting summary judgment; a litigant has a right to trial where there is the slightest
 3 doubt as to the facts.” Nehls v. Leonard, 97 Nev. 325, 328, 630 P.2d 258, 260 (1981), Stone v. Mission
 4 Bay Mtg. Co., 99 Nev. 802, 672 P.2d 629 (1983); Shepard v. Harrison, 100 Nev. 178, 180, 678 P.2d
 5 670, 672 (1984); Pacific Pools Constr. Co. v. McClain's Concrete, Inc., 101 Nev. 557, 559, 706 P.2d
 849, 851 (1985).

6 Evidence introduced in support of or opposition to a motion for summary judgment must be
 7 admissible evidence; although the party opposing a motion for summary judgment is entitled to all
 8 favorable inferences from the pleadings and documentary evidence, the opposing party is not entitled
 9 to build a case on the gossamer threads of whimsy, speculation, and conjecture. Collins v. Union Fed.
 10 Sav.& Loan Ass'n, 99 Nev. 284, 302, 662 P.2d 610, 622 (1983); Henry Prods., Inc. v. Tarmu, 114
 Nev. 1017, 1019, 967 P.2d 444, 445 (1998).

11 **III. ARGUMENT**

12 *In the instant there are multiple genuine issue of material facts and the Plaintiffs are not*
 13 *entitled to a Summary Judgment as a matter of law and equity.*

14 **A. PLAINTIFF HAS NOT PROVEN BREACH OF CONTRACT**

15 A breach of contract is the “material failure of performance of a duty arising under or imposed
 16 by agreement.” *Bernard v. Rockhill Dev. Co.*, 103 Nev. 132, 135, 734 P.2d 1238, 1240 (1987). Under
 17 Nevada law, a breach of contract occurs when there exists a valid contract; the defendant has breached
 18 the terms of the contract; and the plaintiff has been damaged as a result of the defendant’s breach.
 19 *Rivera v. Peri & Sons Farms, Inc.*, 735 F.3d 892, 899 (9th Cir. 2013)(citing *Saini v. Int’l Game Tech*,
 434 F.Supp.2d 913, 919-920 (D. Nev. 2006)(citing *Richardson v. Jones*, 1 Nev. 405, 408 (1865)).

20 Hurst denies any breach of contract as at the time of signing the fee agreement, the agreement
 21 lacked the monthly payment amount and the hourly billing rate. Exhibit A. Wildeveld did not perform
 22 their end of the agreement as on the belief of Hurst. Wildeveld did not send any billing statements or
 23 invoices to Hurst prior to the trial. *Id.* In fact, Wildeveld’s own exhibits show the first invoice and
 24 request for payment on September 29, 2020 with an Invoice Period of April 9, 2020 through
 September 29, 2020.

25 Aside from what is contained in the alleged fee agreement, Plaintiff did not request payment
 26 or show a request for any payments to be made prior to the invoice created on September 29, 2020
 27 or after the initial payments totalling \$5,000 were made in April, a total of five months with the
 28 alleged non-payment. In fact, Wildeveld charged for over \$56,000 in fees before making any
 statement regarding payments needing to be made. *Id.*

B. PLAINTIFF HAS NOT PROVEN UNJUST ENRICHMENT

The elements of unjust enrichment are:

“[A] benefit conferred on the defendant by the plaintiff, appreciation by the defendant of such benefit, and acceptance and retention by the defendant of such benefit under circumstances such that it would be inequitable for him to retain the benefit without payment of the value thereof”

Hurst denies the allegations of unjust enrichment again pointing to Wildeveld’s own motion showing that Wildeveld did not send Hurst any billing statements prior to her amassing over \$56,000 in attorney fees. Exhibit A. Wildeveld’s own actions show bad faith. Wildeveld did not give Hurst time to dispute any charges or the option to represent herself. Id. Wildeveld’s own fee agreement states “I also understand that if I miss a payment, that this office reserves the right to discontinue any payment plan set and demand the outstanding balance in-full, payable immediately or withdraw as counsel. I further understand that the Law Firm may move to withdraw as counsel for Client if fees are not promptly paid.” Wildeveld shows the first requests for payment and invoices being sent in the end of September after trial. Wildeveld had, and could have requested to be relieved as attorney or executed a substitution prior to the trial and Hurst’s bill becoming unmanageable. Id.

C. PLAINTIFF HAS NOT PROVEN FRAUD

Parties to contracts have a duty “not to make false promises or fraudulently misrepresent its intention to perform.” *Bernard v. Rockhill Dev. Co.*, 103 Nev. 132, 135, 734 P.2d 1238, 1240 (1987). To demonstrate fraud, Wildeveld must prove five (5) elements: “(1) a false representation, (2) the defendant’s knowledge or belief that the representation is false, (3) the defendant’s intention to induct the plaintiff’s reliance, (4) the plaintiff’s justifiable reliance, and (5) damages.” *Nev. State Educ. Ass’n v. Clark Cty. Educ. Ass’n*, 137 Nev. Adv. Rep. 8, 2021 Nev. LEXIS 7 *23, 482 P.3d 665, 675 (2021). See also *Lubbe v. Barba*, 91 Nev. 596, 599, 540 P.2d 115, 117 (1975)(same).

Hurst denies claims of fraud. Hurst did not have any intention to act in a fraudulent manner or misrepresent her ability to pay. Exhibit A. Going in to the action Wildeveld was aware of Hurst’s inability to pay as she was up front about it and had help paying part of the initial amount of \$5,000. Id. It was Hurst’s understanding and belief that representation would be solely for the purposes of requesting a continuance. Id. Had Hurst been apprised of the extensive fees being billed, including the billing for an initial consultation, she would have been able to make a decision as to whether or not she was comfortable forward with Wildeveld representing her. Id.

D. PLAINTIFF HAS NOT PROVEN INTENTIONAL MISREPRESENTATION

Intentional misrepresentation is established by three factors: (1) a false representation that is made with either knowledge or belief that it is false or without a sufficient foundation, (2) an intent to induce another's reliance, and (3) damages that result from this reliance." *Nelson v. Heer*, 123 Nev. 217, 225, 163 P.3d 420, 426 (2007).

Hurst denies intentional misrepresentation. Hurst was up front with her ability to pay. Exhibit "A". Hurst even informed Wildeveld of the need to have someone assist with making the initial payment to the office. Wildeveld did not give Hurst the chance to dispute claims or decide to represent herself until after the trial was held. *Id.* Wildeveld made no timely demand for payments until that time.

IV. TRUSTEE IS A SEPARATE ENTITY FROM TRACY LEE HURST-CASTL AS THE CLIENT OF THE PLAINTIFF

Plaintiff sued TRACY LEE HURST-CASTL,) INDIVIDUALLY and as TRUSTEE TRUSTEE) OF THE MARY V. NAPHTALI) IRREVOCABLE TRUST and as) TRUSTEE OF THE TRACY LEE) HURST LIVING TRUST; THE MARY V.) NAPHTALI IRREVOCABLE TRUST;) THE TRACY LEE HURST LIVING) TRUST (the "Trusts").

The Plaintiff attempts to simply treat the Trust and Defendant Hurst the same without any factual basis simply not allowed:

At common law, a trustee was not a juristic entity that could sue or be sued; thus, a trustee was individually liable for injuries to third parties. *Richardson v. Klaesson*, 210 F.3d 811, 813–14 (8th Cir. 2000); *see also* 4 Austin Wakeman Scott, William Franklin Fratcher & Mark L. Ascher, *Scott and Ascher on Trusts* § 26.1, at 1870–71 (5th ed. 2007). Modernly, however, a person's representative capacity is distinguished from her individual capacity, and the differing "capacities are generally treated as ... two different legal personages." *Bender v. Williamsport Area Sch. Dist.*, 475 U.S. 534, 543–44 & n.6, 106 S.Ct. 1326, 89 L.Ed.2d 501 (1986) (internal quotation marks omitted); *see also Airlines Reporting Corp. v. S & N Travel, Inc.*, 58 F.3d 857, 862 (2d Cir. 1995) ("Where a party sues or is sued in a representative capacity, however, its legal status is regarded as distinct from its position when it operates in an individual capacity."); *N. Tr. Co. v. Bunge Corp.*, 899 F.2d 591, 595 (7th Cir. 1990) ("In the eyes of the law a person who sues or is sued in a representative capacity is distinct from that person in his individual capacity."); Restatement (Third) of Trusts § 105 cmt. c (Am. Law Inst. 2012). The Nevada Legislature has recognized this distinction in NRS 163.140(4), which provides that a trustee may be held personally liable for a tort only if the trustee is personally at fault. *See also* NRS 163.120(3) (providing that a trustee is generally not personally liable on a contract entered into in a representative capacity). **Thus, Rhonda, in her individual capacity, is a distinct legal person and is a stranger to Rhonda in her representative capacity as a trustee of the Mona Family Trust. See Alexander v. Todman, 361 F.2d 744,746 (3dCir.1966)**

1 Mona v. Eighth Judicial Dist. Court of State in & for County of Clark, 132 Nev. 719, 728, 380 P.3d
2 836, 842 (2016). Just like the Trustee in the Mona Case, Defendant Hurst is a distinct individual
3 from the Trusts.

4 Accordingly, Plaintiff can't simply obtain summary judgment against the Trusts by asserting in
5 a footnote that "Hurst" also includes the trust defendants named in the Complaint." Simply alleging
6 that Defendant Hurst did something does not mean that she was acting in her capacity as trustee of the
7 Trusts in her dealings with Plaintiff. The Trusts are not listed on the retainer agreement, which was
8 entered into in April of 2020. See Plaintiff's Exhibit 6 p.060. The Trusts were not Party to the
9 PennyMac litigation. Exhibit 3, p.010. The Trusts are never mentioned until after the PennyMac
10 litigation had concluded. Plaintiff's Exhibit 14 p.080. The Plaintiff's own billing records, which
11 Defendants dispute, shows the PennyMac findings of facts were reviewed on September 25, 2020,
12 well after the execution of the fee agreement. Exhibit "6" p.049. So there is absolutely no evidence
13 that the Trusts were part of the Defendant Hurst's agreement let alone that the Trust engaged in
14 misconduct, and there is no privity between Plaintiff's and the trusts.

15 D. DEFENDANTS REQUEST THE COURT ACCEPT THE LATE FILED MOTION.

16 The Court can extend the deadline for the Defendants to file the Opposition. The Opposition
17 was originally due on April 18, 2022. Counsel for Plaintiff granted an extension until April 27, 2022,
18 but would not extend it the deadline past then. As Defendant Hurst's declaration indicates that she
19 was unable to prepare the declaration until May 1, 2022, because of her medical condition and thus
20 the failure to complete the opposition was due to her inability to assist counsel.

21 The Court can extend the deadline on a finding of excusable neglect. EDCR 2.25. There does
22 not seem to be any caselaw addressing what excusable neglect is in this context, but Defendant's Hurst
23 medical condition is not something that the Defendants have any control over. Therefore the
24 Defendants ask the Court to excuse the late filing. Moreover to avoid any prejudice to Plaintiff
25 Defendants are willing to accommodate Plaintiff to afford them more time to respond or to continue
26 the hearing date. The trial in this matter is not set until late June 2022.

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V. Conclusion

For the reasons stated herein, the multiple disputed material facts demonstrate that Plaintiffs are not entitled to a summary judgment as a matter of law for Plaintiffs alleged claims of breach of contract, unjust enrichment, fraud, and intentional misrepresentation.

WHEREFORE, Plaintiff Tracy Hurst requests that the court deny Wildeveld's motion for summary judgment for the reasons as stated herein.

BYRON E. THOMAS, ESQ.

/s/ Byron E. Thomas

BYRON E. THOMAS, ESQ.

Nevada Bar No. 8906

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Las Vegas, Nevada 89146

Phone: +1(702) 747-3103

Facsimile: +1(702) 543-4855

byronthomaslaw@gmail.com

Attorney for Defendants

DECLARATION OF TRACY LEE HURST-CASTL

EXA

1 I, TRACY LEE HURST-CASTL, declare as follows:

2 1. All of the information set forth below is personally known to me, except where
3 noted by me, as being based upon information or belief. If called and sworn as a witness, I could
4 and would competently and truthfully testify to the information set forth below.

5 2. I am submitting this declaration in Opposition to Plaintiff's request for Summary
6 Judgment and filed this declaration late due to my current medical issues requiring a major surgery
next month.

7 3. On or about April 7, 2020 I received a call from my Chiropractor (and friend) Dr.
8 Stephanie Youngblood. She expressed she had a friend, Kristina Wildeveld, who was in her office
9 getting a treatment. Stephanie explained to me that Kristina is an attorney that could possibly help
10 me with initiating a Medical Malpractice complaint in California. I agreed to speak with her and
11 Kristina took over the phone and stated that she is licensed in California and has an office there and
12 it would be no problem to represent me there. We concluded the conversation agreeing to meet in
13 her office on April 9th to talk further about the proposed case. At this meeting Kristina introduced
14 me to Lisa Rasmussen and explained that Lisa would be in charge of handling my case as she
15 practices Civil Law, and Kristina only handles criminal cases. In this meeting, I brought up my
16 predicament with an ongoing case, PennyMac. I explained the issues I was having with my then
17 current attorney, Mr. Michaelitis neglecting my case and allowing essential deadlines to expire.
18 After examining a few documents Lisa told me that Mr. Michaelitis has been in trouble before and
19 is not a good lawyer pointing out that he had committed malpractice in my case. We concluded the
20 meeting agreeing that they would give me a call after further review of my pending issues with the
21 PennyMac case. Kristina also stated she would need to talk to her associate in CA named Josh
22 about co-counseling with her with regard to the proposed Med Mal case. I was told by Kristine that
23 the initial consultation would be free. At no time, did the PLAINTIFFS request a consultation fee
or did they present me with an invoice requesting payment before I left that meeting. However at
24 the end of September, 2020 when I received my first billing statement, they included a consultation
25 fee.

26 4. On April 13, 2020, I received a call from Kristina and Lisa collectively addressing a
27 retainer for the PennyMac Case which was pending an upcoming hearing. Kristina stated that they
28 would take the case and would need a \$50K retainer. I expressed that I was ill and unable to work
and that I would ask for assistance from family members and would get back to her. In the
meantime I contacted Dr. Youngblood in an emotional state telling her that Kristina is requiring a
50K retainer that I could not possibly attain and ask her if she would speak to Kristina to see if she

1 could lower the amount. My intention was to substitute her in the case before Mr. Michaelitis could
2 do any further harm as he continually demonstrated. I received a call from Kristina stating that she
3 "overshot her assessment" and would accept \$5000 to take over the case. I explained that I was
4 only able to pay the \$5k in two installments.

5 5. No monthly payments were discussed as I was only seeking help to continue the case
6 so I could finish with my needed additional surgery having signs of severe infection and my wound
7 not healing. We had no discussion about going through with a trial at that time. At that point
8 Covid hit and all courts stopped holding trials. Cases were being continued at this time and
9 hearings were by video remote.

10 6. I went to Wildeveld's office on April 14, 2020 delivering the first \$2500 installment
11 and agreed to pay the last installment 5 days later on April 20, 2020. The front desk girl presented
12 me with the Fee Agreement upon paying the first installment. She documented the transaction on
13 the fee agreement showing the \$2500 on the rightside corner of the agreement. There was nothing
14 in writing showing that I agreed to make monthly payments. The handwritten "Monthly" was not
15 there when I signed the agreement nor was there any date reflecting when these supposed payments
16 would start. The agreement also lacked their hourly rate as that was left blank as well where the
17 \$2000.00 was written in the statement. I never received a monthly statement requesting a payment
18 nor did I receive an accounting of a monthly balance. I also never received a statement showing 2nd
19 installment that was paid either. If this were to be true they would have been sending me notices
20 for payment. I received nothing accounting wise until after we were forced to go to trial.

21 7. To my knowledge, my case was the only case with a trial during covid. Lisa refused
22 to file a writ with the higher court as she promised to do if we did not prevail. Her reason for not
23 filing a Writ of Mandamus was that did not have the time. Also, I was not invited to this Motion
24 for Continuance hearing I was excluded and have no idea what happened at that hearing I was told
25 by her that I had no choice I have to go through with the trial in my current sickly condition even
26 after having documentation in a letter from my surgeon.

27 8. Lisa never asked for their so called missed payments nor did she threaten to
28 withdrawal from the case. Lisa pushed me into trial, telling me if I did not participate she would
lose the case. It should not have taken Wildeveld's office much to continue the case in April as the
courts were closed due to COVID protocol. On 7-6-2020, I received an email that all payments
were made. (See Exhibit A is attached hereto)

9. Upon learning that Lisa's associate in the CA office declined taking my medical
malpractice case she began to shop it with other lawyers. I'm only aware of one in San Diego that

1 Johnnie spoke to and declined to take it. Only after he had a heated conversation demanding to speak
2 to the lawyer that is considering helping her with the case. I gave her a hard copy of my Medical
3 Records. She did author letters for me to preserve the case so she could still search for an associate.
4 Ultimately this has hindered my ability to file an action because of the Statute of Limitations law in
5 CA. Lisa never billed me for this because she said it would be a contingency case and was a
6 completely separate matter from the PennyMac litigation.

7 10. Lisa's efforts to continue my PennyMac trial were unproductive and she refused to do
8 what she said she would do if the Judge denied our motion. She promised to file a Writ with the
9 higher court if it were denied but then said she didn't have time and that I need to prepare for the trial.
10 I was not invited to the Motion for Continuance hearing. After excusing her I contacted the Court
11 Clerk and she stated that I was the only trial done by Blujean. Preparing for having a video trial she
12 had her assistant walk me through the process as it was difficult with my condition to maneuver the
13 computer. This was very stressful.

14 11. I raised an issue when I received the first invoice that blindsided me fraught with
15 contradicting rate errors. On October 26, 2020, I finally received a revised accounting statement and
16 their copy of my signed fee agreement which left me shocked looked like they had altered after I
17 signed it and leaving their rate blank. I never received an original or copy of the fee agreement.

18 Under penalty of perjury under the the laws of Nevada, I attest that the foregoing statements are
19 true and accurate.

20 May 1, 2022.

21 _____
22 TRACY LEE HURST-CASTL

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27 **PROOF OF SERVICE BY US MAIL**

28 **STATE OF NEVADA, COUNTY OF CLARK**

malpractice case she began to shop it with other lawyers. I'm only aware of one in San Diego that Johnnie spoke to and declined to take it. Only after he had a heated conversation demanding to speak to the lawyer that is considering helping her with the case. I gave her a hard copy of my Medical Records. She did author letters for me to preserve the case so she could still search for an associate. Ultimately this has hindered my ability to file an action because of the Statute of Limitations law in CA. Lisa never billed me for this because she said it would be a contingency case and was a completely separate matter from the PennyMac litigation.

10. Lisa's efforts to continue my PennyMac trial were unproductive and she refused to do what she said she would do if the Judge denied our motion. She promised to file a Writ with the higher court if it were denied but then said she didn't have time and that I need to prepare for the trial. I was not invited to the Motion for Continuance hearing. After excusing her I contacted the Court Clerk and she stated that I was the only trial done by Bluejean. Preparing for having a video trial she had her assistant walk me through the process as it was difficult with my condition to maneuver the computer. This was very stressful.

11. I raised an issue when I received the first invoice that blindsided me fraught with contradicting rate errors. On October 26, 2020, I finally received a revised accounting statement and their copy of my signed fee agreement which left me shocked looked like they had altered after I signed it and leaving their rate blank. I never received an original or copy of the fee agreement.

Under penalty of perjury under the the laws of Nevada, I attest that the foregoing statements are true and accurate.

May 1, 2022.


TRACY LEE HURST-CASTL

... not sure what to tell the court, maybe request an extension of this deadline?

What is going on with Ken Sigelman? Johnny was contacting him directly.

Get Outlook for iOS

On Mon, Jul 6, 2020 at 8:08 AM -0700, "TRACY HURST" <tlhange1@hotmail.com> wrote:

Good morning,

Hope you had a fun 4th! I'm still in a predicament with finding a Medical Team; I'm still waiting on a consult with UCLA.

I was worried about the July 8th deadline for a motion if not medically able to participate with trial in September keeping in compliance with the Judge. At this point I have not a clue as to my ability to testify on that date this all depends on the date of the upcoming surgery. I've been literally stuck in this position with zero ability to predict what my capability will be by then.

As you know Florida is out of the question even if I could go there; their Covid situation has worsened and California seems to be just as bad.

Your aware of my insurance situation that they will only cover California in network providers. Very frustrating to say the least as this goes on my mental state is and has been very fragile.

Im hoping I will be able to finally get a teleconference consult this week, they've been waiting on a copy of my prior scans before they can schedule, this has been a lengthy process.

Let me know how we need to apprise the court on my medical status.

Thank you Lisa.

Tracy

EXHIBIT E

Minute Order, District Court, Clark County, Nevada

Dated May 23, 2022

A-21-829963-C

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Collection of Accounts**COURT MINUTES****May 23, 2022**

A-21-829963-C The Law Offices of Kristina Wildeveld & Associates, LLC, Plaintiff(s)
vs.
Tracy Hurst, Defendant(s)

May 23, 2022**1:00 PM****Minute Order****HEARD BY:** Ballou, Erika**COURTROOM:** Chambers**COURT CLERK:**

Ro'Shell Hurtado

RECORDER:**REPORTER:****PARTIES****PRESENT:**

JOURNAL ENTRIES

- The Court having considered all papers and pleadings and determining that no hearing is necessary hereby VACATES the hearing scheduled for May 24, 2022. On April 4, 2022, Plaintiff filed a Motion for Summary Judgment. On May 2, 2022, Defendants untimely filed an Opposition and Request to Extend Deadline to File Opposition. On May 5, 2022, Plaintiff filed an Opposition and Countermotion to Strike Defendants Opposition to Motion for Summary Judgment. On May 17, 2022, Defendants filed an Opposition to Plaintiff s Countermotion to Strike.

NRCP 56(a) states that the court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. Under NRCP 56(c)(1), the facts must be supported by materials in the record, including depositions, documents, electronically stored information, affidavits or declarations, stipulations, admissions, interrogatory answers, or other materials. A factual dispute is genuine, and therefore summary judgment is inappropriate, when the evidence is such that a rational trier of fact could return a verdict for the nonmoving party. Wood v. Safeway, Inc., 121 Nev. 724, 731, 121 P.3d 1026 (2005). All pleadings and proof must be construed in a light most favorable to the non-moving party, however, the non-moving party must do more than simply show that there is some metaphysical doubt as to

PRINT DATE: 05/23/2022

Page 1 of 2

Minutes Date: May 23, 2022

A-21-829963-C

the operative facts in order to avoid summary judgment being entered in the moving party's favor. The nonmoving party must, by affidavit or otherwise, set forth specific facts demonstrating the existence of a genuine issue for trial or have summary judgment entered against him.

Additionally, EDCR Rule 2.25(a) provides that a motion or stipulation to extend time shall inform the court of any previous extensions granted and state the reasons for the extension requested. A request for extension made after the expiration of the specified period shall not be granted unless the moving party, attorney or other person demonstrates that the failure to act was the result of excusable neglect.

Here, the Court finds that Defendant had excusable neglect or good cause for the untimely filing of their Opposition to Plaintiff's Motion for Summary Judgment. Ms. Hurst's May 1, 2022 declaration states that she filed this declaration late due to my current medical issues requiring a major surgery next month, i.e., June 2022. The Court finds that Ms. Hurst's declaration was needed to properly respond to Plaintiff's Motion for Summary Judgment and that Defendants have demonstrated that the failure to act was the result of excusable neglect. Therefore, Defendants request to extend the deadline to file a reply to the Motion is GRANTED pursuant to EDCR 2.25. Accordingly, Plaintiff's Countermotion to Strike Defendants' Opposition is DENIED.

Additionally, the Court finds that Defendants have set forth specific facts demonstrating the existence of a genuine issue of material fact that it is more appropriate for the trier of fact to determine at the time of trial. Plaintiff's Motion for Summary Judgment is also DENIED. Furthermore, the Court does not find that attorney's fees or sanctions are warranted in this case. Plaintiff's request for those fees and sanctions for Defendants is hereby DENIED.

Defendants' Counsel is directed to prepare a proposed order which is to be approved by Plaintiff's Counsel as to form and content prior to submitting the order to chambers at DC24Inbox@clarkcountycourts.us for review. It is so ordered.

CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Ro Shell Hurtado, to all registered parties for Odyssey File & Serve.//rh

EXHIBIT F

Minutes: Def's Motion to Continue Trial,

District Court, Clark County, Nevada

Dated May 31, 2022

A-21-829963-C

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Collection of Accounts

COURT MINUTES

May 31, 2022

A-21-829963-C The Law Offices of Kristina Wildeveld & Associates, LLC, Plaintiff(s)
vs.
Tracy Hurst, Defendant(s)

May 31, 2022 09:00 AM Deft.'s Motion to Continue Trial on OST...Deft.'s Motion to Seal
on OST...

HEARD BY: Ballou, Erika COURTROOM: RJC Courtroom 12C

COURT CLERK: Hurtado, Ro'Shell

RECORDER: Schofield, Susan

REPORTER:

PARTIES PRESENT:

Byron E. Thomas Attorney for Defendant, Trustee

Lisa A. Rasmussen Attorney for Plaintiff

JOURNAL ENTRIES

Byron Thomas, Esq. present via Bluejeans video conference.

Deft.'s Motion to Continue Trial on OST...Deft.'s Motion to Seal on OST...

Ms. Rasmussen indicated Deft. was supposed to have the surgery since their representation in 2020; further indicated ongoing theme is the misuse of the legal system. Mr. Thomas represented there is a letter from Deft.'s doctor stating Deft. can't give competent testimony. COURT ORDERED, Deft.'s Motion to Seal on OST GRANTED; Deft.'s Motion to Continue Trial CONTINUED for further information on surgery.

MOTION TO CONTINUE TRIAL CONTINUED TO 06.14.2022 9:00 AM

EXHIBIT G

Minutes: Granting Def's Motion to Continue Trial,

District Court, Clark County, Nevada

Dated June 14, 2022

A-21-829963-C

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Collection of Accounts

COURT MINUTES

June 14, 2022

A-21-829963-C The Law Offices of Kristina Wildeveld & Associates, LLC, Plaintiff(s)
vs.
Tracy Hurst, Defendant(s)

June 14, 2022 09:00 AM All Pending Motions

HEARD BY: Ballou, Erika **COURTROOM:** RJC Courtroom 12C

COURT CLERK: Hurtado, Ro'Shell

RECORDER: Schofield, Susan

REPORTER:

PARTIES PRESENT:

Byron E. Thomas Attorney for Defendant, Trustee

Lisa A. Rasmussen Attorney for Plaintiff

JOURNAL ENTRIES

Byron Thomas, Esq. present via Bluejeans video conference.

Calendar Call...Defendant's Motion to Continue Trial...

Upon Court's inquiry, Mr. Thomas indicated Deft. had a tentative surgery date of July 14, 2022. Ms. Rasmussen indicated she hadn't received any documentation from Mr. Thomas. The Court advised Mr. Thomas to provide the parties with documentation; ORDERED, Deft.'s Motion to Continue Trial GRANTED; matter SET for status check: trial setting.

06.28.2022 9:00 AM STATUS CHECK: TRIAL SETTING

EXHIBIT H

Minutes: Trial Setting, District Court, Clark County, Nevada

Dated June 28, 2022

A-21-829963-C

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Collection of Accounts

COURT MINUTES

June 28, 2022

A-21-829963-C The Law Offices of Kristina Wildeveld & Associates, LLC, Plaintiff(s)
vs.
Tracy Hurst, Defendant(s)

June 28, 2022 09:00 AM Status Check: Trial Setting

HEARD BY: Ballou, Erika **COURTROOM:** RJC Courtroom 12C

COURT CLERK: Hurtado, Ro'Shell

RECORDER: Schofield, Susan

REPORTER:

PARTIES PRESENT:

Byron E. Thomas Attorney for Defendant, Trustee

Lisa A. Rasmussen Attorney for Plaintiff

JOURNAL ENTRIES

Lisa Rasmussen Esq. and Byron Thomas, Esq. present via Bluejeans video conference.

Colloquy regarding trial dates. Following colloquy, COURT ORDERED, trial date SET.

11.01.2022 9:00 AM CALENDAR CALL

11.14.2022 1:00 PM BENCH TRIAL

EXHIBIT I

Minutes: Calendar Call, District Court, Clark County, Nevada

Dated November 1, 2022

A-21-829963-C

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Collection of Accounts

COURT MINUTES

November 01, 2022

A-21-829963-C The Law Offices of Kristina Wildeveld & Associates, LLC, Plaintiff(s)
vs.
Tracy Hurst, Defendant(s)

November 01, 2022 09:00 AM Calendar Call

HEARD BY: Ballou, Erika **COURTROOM:** RJC Courtroom 12C

COURT CLERK: Hurtado, Ro'Shell

RECORDER: Ward, Charisse

REPORTER:

PARTIES PRESENT:

Byron E. Thomas **Attorney for Defendant, Trustee**

Lisa A. Rasmussen **Attorney for Plaintiff**

JOURNAL ENTRIES

Colloquy regarding trial dates. Following colloquy, COURT ORDERED, trial date SET.

12.05.2022 1:00 PM BENCH TRIAL

EXHIBIT J

Minutes: Def's Motion to Continue Trial,

District Court, Clark County, Nevada

Dated December 5, 2022

A-21-829963-C

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Collection of Accounts

COURT MINUTES

December 05, 2022

A-21-829963-C The Law Offices of Kristina Wildeveld & Associates, LLC, Plaintiff(s)
vs.
Tracy Hurst, Defendant(s)

December 05, 2022 01:00 PM All Pending Motions

HEARD BY: Ballou, Erika **COURTROOM:** RJC Courtroom 12C

COURT CLERK: Schlitz, Kory

RECORDER: Ward, Charisse

REPORTER:

PARTIES PRESENT:

Byron E. Thomas Attorney for Defendant, Trustee

Lisa A. Rasmussen Attorney for Plaintiff

JOURNAL ENTRIES

MOTION TO CONTINUE TRIAL... BENCH TRIAL...

Kristina Wildeveld present as Plaintiff.

Ms. Rasmussen filed an Opposition to the Motion last Friday. COURT STATED they have reviewed the opposition, and the Court agrees there should be an examination of the therapist. Ms. Rasmussen argued the Court does not have enough information on the record for the Court to make a decision either way, and requested a hearing to bring the therapist to ensure this is not another delay tactic. Mr. Thomas stated no objection to having the hearing, however would request the Plaintiff's pay for the fees. Colloquy regarding scheduling of evidentiary hearing. COURT ORDERED, bench trial VACATED; evidentiary hearing SET.

1/5/2023 1:30 P.M. EVIDENTIARY HEARING RE: DOCTORS TESTIMONY

EXHIBIT K

Minutes: Setting Trial, District Court, Clark County, Nevada

Dated January 5, 2023

A-21-829963-C

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Collection of Accounts

COURT MINUTES

January 05, 2023

A-21-829963-C The Law Offices of Kristina Wildeveld & Associates, LLC, Plaintiff(s)
vs.
Tracy Hurst, Defendant(s)

January 05, 2023 01:30 PM Evidentiary Hearing: Re Doctor's Testimony

HEARD BY: Ballou, Erika COURTROOM: RJC Courtroom 12C

COURT CLERK: Atkins, Ron; Natali, Andrea

RECORDER: Hurtado, Ro'Shell

REPORTER:

PARTIES PRESENT:

Byron E. Thomas

Attorney for Defendant, Trustee

Lisa A. Rasmussen

Attorney for Plaintiff

JOURNAL ENTRIES

COURT NOTED, a motion to continue had been filed; however, it did not agree that this matter should be continued, as it was already continued from firm setting in December, wherein Mr. Thomas had indicated his client had medical issues, and the doctor was supposed to be here to address the medical issues. Mr. Thomas stated the witness stated she was not qualified to offer an opinion about whether Ms. Hurst could testify; additionally, he was trying to get a psychological examination done, but the examinations were being scheduled 6 months out, and he had been trying to get that done in an earlier timeframe; therefore, requested this matter be set on the next trial stack. Ms. Rasmussen stated that Katrina Harris had refused to appear on this matter, and advised that she was going to inquire when Ms. Hurst had been consulted on this matter, but she was not here to address that. Additionally, Ms. Rasmussen stated she agreed with the court; however, advised that she would agree to set the matter for a bench trial setting. Mr. Thomas stated all of the motions had been filed in good faith. Following colloquy regarding counsel's availability, COURT ORDERED, matter SET for trial as a FIRM setting in February, and ADVISED counsel that this trial will need to proceed on the date set, unless this matter gets settled.

1/24/23 - 9:00 AM - CALENDAR CALL

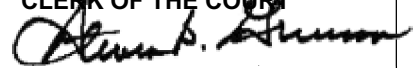
2/27/23 - 1:00 PM - BENCH TRIAL - FIRM

EXHIBIT L

Suggestion of Bankruptcy, District Court, Clark County, Nevada

Filed February 4, 2023

Electronically Filed
2/4/2023 12:09 PM
Steven D. Grierson
CLERK OF THE COURT



1 **SUGB**

2 Steven L. Yarmy, Esq

3 Nevada Bar No. 8733

4 7464 West Sahara Avenue

5 Las Vegas, NV 89117

6 (702) 586-3513

(702) 586-3690 Fax

sly@stevenyarmylaw.com

Chapter 11 Bankruptcy Attorney for Tracy Lee Hurst-Castl

DISTRICT COURT

CLARK COUNTY, NEVADA

THE LAW OFFICES OF KRISTINA
WILDEVELD & ASSOCIATES,

Plaintiff,

vs.

TRACY LEE HURST fka TRACY LEE
HURST-CASTL, INDIVIDULALLY, and as
TRUSTEE IRROCAVABLE TRUST and as
TRUSTEE TRACY LEE HURST LIVING
TRUST; THE MARY V. NAPHTALI
IRROVACABLE TRUST; THE TRACY LEE
HURST LIVING TRUST

Defendants.

Case No.: 2A-21-829963-C

Dept.: 24

SUGGESTION OF BANKRUPTCY UPON THE RECORD

Defendant TRACY LEE HURST fka TRACY LEE HURST-CASTL, hereby files this notice that a chapter 11 (SUB CHAPTER V) bankruptcy petition was filed on her behalf in the United States Bankruptcy Court, District of Nevada on February 4, 2023 under Bankruptcy Court in case number 23-10410 . *See Notice of Bankruptcy attached hereto as EXHIBIT "A."*

Pursuant to 11 U.S.C. 362, an automatic stay may be in effect, in which any pending proceedings may be stayed pursuant to aforementioned statutory authority, subject to any exceptions set forth therein.

1 This pleading merely serves the limited purpose of advising the Court and parties below of
2 the aforementioned bankruptcy proceeding. As a result of the stay, no further pleadings or papers
3 will be filed by the undersigned in this action.
4

5
6 Dated this 4th day of February 2023.
7

8 /s/Steven L. Yarmy, Esq.

9 Steven L. Yarmy, Esq

10 Nevada Bar No. 8733

11 7464 West Sahara Avenue

12 Las Vegas, NV 89117

13 (702) 586-3513

14 (702) 586-3690 Fax

15 sly@stevenyarmylaw.com

16 Chapter 11 Bankruptcy Attorney for Tracy Lee Hurst-Castl
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CERTIFICATE OF SERVICE

Pursuant to Rule 5(b) of the Nevada Rules of Civil Procedure, the undersigned, certifies that on this 4th day of February 2023, the foregoing SUGGESTION OF BANKRUPTCY UPON THE RECORD was served upon those persons designated by the parties in the E-Service Master List in the Eight Judicial District court efilng system in accordance with mandatory electronic service requirements of Administrative Order 14-1 and the Nevada Electronic Filing and Conversion Rules.

/s/Steven L. Yarmy, Esq.

Steven L. Yarmy, Esq

Nevada Bar No. 8733

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Las Vegas, NV 89117

(702) 586-3513

(702) 586-3690 Fax

sly@stevenyarmylaw.com

Chapter 11 Bankruptcy Attorney for Tracy Lee Hurst-Castl

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EXHIBIT “A”
(Notice of Bankruptcy)

United States Bankruptcy Court
District of Nevada

Notice of Bankruptcy Case Filing

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 11 of the United States Bankruptcy Code, entered on 02/04/2023 at 10:59 AM and filed on 02/04/2023.

TRACY LEE HURST-CASTL
P.O BOX 35937
LAS VEGAS, NV 89133
SSN / ITIN: xxx-xx-3162



The case was filed by the debtor's attorney:

STEVEN L. YARMY
7464 W. SAHARA AVENUE
LAS VEGAS, NV 89117
(702) 586-3513

The case was assigned case number 23-10410.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <http://www.nvb.uscourts.gov> or at the Clerk's Office, 300 Las Vegas Blvd., South, Las Vegas, NV 89101.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

Mary A. Schott
Clerk, U.S. Bankruptcy Court

PACER Service Center			
Transaction Receipt			
02/04/2023 11:09:22			
PACER Login:	stevenyarmylaw	Client Code:	
Description:	Notice of Filing	Search Criteria:	23-10410
Billable Pages:	1	Cost:	0.10

